

VILLAGE OF BARTLETT
BOARD AGENDA
DECEMBER 19, 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 and Committee Minutes –December 5, 2017
- *7. BILL LIST: December 19, 2017
8. TREASURER’S REPORT: October, 2017
Motor Fuel Tax Report – September, 2017
Sales Tax Report – August, 2017
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 HOPKINS
*1. 2018 Annual Meeting Schedule
 - B. BUILDING COMMITTEE, CHAIRMAN GABRENYA
1. None
 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
 1. 2017 Property Tax Levy Ordinance
 2. 2017 General Obligation Abatement Ordinance
 - *3. Lauterbach & Amen LLP Auditor Extension
 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER
 - *1. Adoption of Anti-Harassment and Anti-Discrimination Policy Ordinance
 - *2. NSSEO Open Burn Request at Sunrise Lake
 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
 1. Contract for Purchase of Furniture, Furnishings and Equipment for the new Police Facility
 - *2. Sale of Surplus Personal Property Owned by the Village on eBay Ordinance
 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE
 1. Invest in Cook Grant for Design Engineering Contract Award
13. NEW BUSINESS:
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
December 5, 2017

1. CALL TO ORDER

President Wallace called the regular meeting of December 5, 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 Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Economic Development Coordinator Tony Fradin, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food & Beverage Manger Paul Petersen, Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Susan Tyrrel from Immanuel United Church of Christ gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add item 1 under Planning & Zoning (Resolution 2017-151-R, a Resolution Approving of the Real Estate Sale Contract Between the Village of Bartlett and Robert A. Coluzzi as Trustee of the Coluzzi Revocable Living Trust for the Purchase and Sale of the Real Estate Commonly Known as 214 South Oak Street, Bartlett, Illinois) to the Consent Agenda.



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Trustee Deyne stated that he would like to add item 1 under Finance & Golf (Resolution 2017-152-R, a Resolution Adopting the 2018-2022 Capital Improvements Program) to the Consent Agenda.

Trustee Reinke stated that he would like to add item 1 under Public Works (Resolution 2017-155-R, a Resolution Approving the Client Agreement Authorization for the Environmental Mosquito Management Program Between the Village of Bartlett and Clarke Environmental Mosquito Management, Inc.) to the Consent Agenda.

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

Trustee Hopkins moved to amend the Consent Agenda to add item 1 under Planning & Zoning (Resolution 2017-151-R, a Resolution Approving of the Real Estate Sale Contract Between the Village of Bartlett and Robert A. Coluzzi as Trustee of the Coluzzi Revocable Living Trust for the Purchase and Sale of the Real Estate Commonly Known as 214 South Oak Street, Bartlett, Illinois); item 1 under Finance & Golf (Resolution 2017-152-R, a Resolution Adopting the 2018-2022 Capital Improvements Program); item 1 under the Public Works (Resolution 2017-155-R, a Resolution Approving the Client Agreement Authorization for the Environmental Mosquito Management Program Between the Village of Bartlett and Clarke Environmental Mosquito Management, Inc.) and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Camerer moved to approve the Amended Consent Agenda, and all items designated to be approved by consent therein as amended, and that motion was seconded by Trustee Carbonaro.



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

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, 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 to Kick Off the Yearlong Celebration Leading Up to the Illinois Bicentennial in December 2018.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
11. TOWN HALL

John Eallonardo with the Frederick Quinn Company

Mr. Eallonardo stated that the police station roof is going on as well as the plywood and the structural steel framing and concrete work are nearing completion. They are in the process of trying to get the building under roof so they can continue on the inside of the building. The weather has been decent and they took advantage of it by working throughout the weekend. They continue to make good progress and coordination.

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Resolution 2017-151-R, a Resolution Approving of the Real Estate Sale Contract Between the Village of Bartlett and Robert A. Coluzzi as Trustee of the Coluzzi Revocable Living Trust for the Purchase and Sale of the Real Estate Commonly Known as 214 South Oak Street, Bartlett, Illinois was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.



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C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2017-152-R, a Resolution Adopting the 2018-2022 Capital Improvements Program; the Computer Replacement Program Purchase and Resolution 2017-156-R, a Resolution Approving of Disbursement Request for Payout No. 3 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Ordinance 2017-157, an Ordinance Creating a Class B Liquor License was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro presented Ordinance 2017-153, an Ordinance Amending Section 5-5-6 of Title 5 of the Bartlett Municipal Code which was amended to prohibit the sale, delivery, purchase and possession of alternate tobacco or nicotine products to or by anyone under 18 years old.

Trustee Carbonaro moved to approve Ordinance 2017-153, an Ordinance Amending Section 5-5-6 of Title 5 of the Bartlett Municipal Code and was seconded by Trustee Deyne.

Trustee Camerer stated that as they look to protect the youth in our Village, and there is obviously a hazard with smoking, he is concerned about the alternative tobacco nicotine products and was curious about the ordinance as far as how it states that we restrict that at public property access. Do we allow e-cigarettes in public buildings?

Chief Ullrich stated that they currently do allow e-cigarettes in public buildings. He stated that they have a second ordinance on the agenda tonight where they are seeking to limit that at the schools and it would include limiting it to anyone, whether adult or child. Individuals would not be able to use those types of products on any school property within the Village.

Trustee Camerer stated that if it is a health issue for the kids than he thinks it should be a health issue for adults, also.

Trustee Hopkins asked if he thought it should be banned from public buildings?

Trustee Camerer stated that he would be in favor.



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Trustee Reinke stated that it makes sense - if smoking is banned, it should be banned, also.

Attorney Mraz stated that they can do that in a separate ordinance. They have the legal ability to prohibit smoking on Village property and public property. He did not know if they could extend that to other taxing districts. The Park District may already prohibit it and the question becomes prohibiting it outdoors in parks, etc.

Trustee Camerer asked if that ordinance was also going to be reviewed.

Chief Ullrich stated that they will do more research on what other communities have done pertaining to this and they will bring it back at a future date.

Administrator Schumacher stated there is a housekeeping approach to this, our ordinances as they stood, did not contemplate a vapor, nicotine or e-cigarette. They wanted to bring it up to what's available in the market and also mirror what the requirements are at the school district with the new stadium. They will certainly look at a ban as was suggested.

Trustee Reinke asked if they were talking about banning smoking in public facilities outdoors or just inside public buildings.

Trustee Camerer stated "indoors".

Trustee Reinke clarified that they should come back with an ordinance for smoking indoors.

ROLL CALL VOTE TO APPROVE ORDINANCE 2017-153, AMENDING SECTION 5-5-6 OF TITLE 5 OF THE BARTLETT MUNICIPAL CODE

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Carbonaro presented Ordinance 2017-154, an Ordinance Amending Chapter 7 of Title 5 of the Bartlett Municipal Code which was amended to prohibit the use of alternate tobacco and nicotine products on school property. The amendment includes prohibiting the use of chemicals inhaled or ingested by the user simulating smoking. This includes electronic cigarettes and vape pens.

Trustee Carbonaro moved to approve Ordinance 2017-154, an Ordinance Amending Chapter 7 of Title 5 of the Bartlett Municipal Code and was seconded by Trustee Camerer.



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ROLL CALL VOTE TO APPROVE ORDINANCE 2017-154, AMENDING CHAPTER 7 OF TITLE 5 OF THE BARTLETT MUNICIPAL CODE

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

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2017-155-R, a Resolution Approving the Client Agreement Authorization for the Environmental Mosquito Management Program Between the Village of Bartlett and Clarke Environmental Mosquito Management, Inc. was covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that if there were no objections from the Board he would issue the Class B liquor license for Ambrosia Greek Eatery. No Trustees stated any objections and President Wallace stated that he would issue that license.

Trustee Reinke moved to approve a Class B Liquor License for Ambrosia Greek Eatery and was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE CLASS B LIQUOR LICENSE FOR AMBROSIA GREEK EATERY

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

Administrator Schumacher stated that they had the colorguard there tonight because of the flag from the State of Illinois in commemoration of the 125th Bicentennial celebration.

Trustee Camerer stated that it was nice that they had a new restaurant coming into town that apparently is not interested in having video gaming.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne thanked the police department for taking the 2nd place win for National Night Out. He stated that it was an outstanding event. He inquired about a pothole on Route 59 and Bartlett Road.



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Public Works Director Dan Dinges stated that they would take a look at it.

Trustee Deyne recognized several employee's birthdays and tenure with the Village.

15. ADJOURNMENT

President Wallace stated that upon adjournment of this meeting, the Board will be moving into the Committee of the Whole meeting.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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President Wallace called the Committee of the Whole meeting to order at 7:21 p.m.

PRESENT: Chairman Camerer, Carbonaro, Deyne, Gabrenya, Hopkins Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Economic Development Coordinator Tony Fradin, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food & Beverage Manger Paul Petersen, Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

PLANNING & ZONING COMMITTEE

1. Solicitation of Bids for Vacant 1.87 Acre Parcel in Town Center Subdivision

Chairman Hopkins introduced the bids for the vacant 1.87 acre parcel in the Town Center. He stated that back on October 18, 2016, Bartlett approved a TOD plan and staff has recommended what we do an RFP for this piece of property.

Economic Development Coordinator Tony Fradin stated that this item is a component of the downtown TOD plan. This parcel is one of the most shovel ready development sites in the plan. The site is 1.87 acres and is on the southwest corner of East Railroad Avenue and Berteau Avenue and is a Village owned site. It is just east of the existing Bartlett Town Center condominium buildings. Economic Development staff has received several inquiries as to the availability of the site for possible purchase and development. At this point, staff has been working with the Village Attorney to craft this document and they are seeking direction from the Board to move forward with the solicitation of bids that would include statements or qualifications and proposed development package for the purchase and development of this property. Attorney Mraz has provided the legal guidance to staff with a crafting of the document you see before you tonight.

Chairman Hopkins asked if this site was originally under a TIF district?

Mr. Fradin stated that it was part of the original Town Center subdivision that was never actually completed by the Town Center developer New England Builders.



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Chairman Hopkins asked if the TIF fund paid for the utilities that are currently installed on the site?

Mr. Fradin stated that the TIF helped pay for land acquisition, environmental cleanup of the land and items such as the utilities that were brought to the site.

Chairman Hopkins asked if the appraisal includes all the utilities that were currently installed on the property?

Mr. Fradin stated "yes", the appraisal is for the site as it is today. The size and shape, proximity to the downtown area, all the utilities and it is relatively flat. It would be commonly referred to as a shovel ready site.

Chairman Deyne referenced page 5 of the RFP in which stated "the property will not be sold for less than \$660,000". How did we arrive upon that number?

Attorney Mraz stated that there are 3 different statutes that allow a municipality to sell its property:

- 1) Going out to bid, publishing and selling it to the highest bidder;
- 2) Determine its value by getting an MAI certified appraisal (which they have done). It was actually updated more recently to include an area that had an easement. The appraised value is \$825,000. This particular statute allows a municipality to use that appraisal and sell it for no less than 80 percent of the appraised value.
- 3) Requires 3/4 of the corporate authorities, the municipality determines that the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village.

They are using number 3 but he has done a hybrid. It allows the Board to not just base and except the highest bidder, but to also consider the development proposal of a prospective bidder and developer. If they are looking at plans and like the plan of developer "B" as opposed to the highest bidder developer "A", we could accept the plan we like more, provided they have offered at least the 80 percent figure. The alternative is to just go with the highest bidder and let him go through the zoning process. Your exclusive control is just like any other developer who comes in and are approved or disapproved of the zoning. Sometimes that may not be enough because if you turn them down they could sue you. Here, admittedly, we have a little more control because it was in a PUD and they have to amend that to delete it from the PUD or be consistent with that PUD. You have some zoning control over the property, but the thought is that you exert more control and don't to chose by price alone. When the Town Center was approved, you had the TIF, and you could enter a development agreement and it was



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all about the developer. This is an outlot and he thought they would want some additional control. There is a schedule in the RFP, which is contingent on them getting their zoning. He thought this would give them a little bit higher price. The Board will see a preliminary plan along with the price before any decision is made.

Chairman Camerer felt that they absolutely needed this. He was not convinced that the residents that bought their condos would be completely on board with the property adjoining them now having an open parking lot with 57 parking spaces outside. They bought these units, anticipating that the other two buildings would be built with underground parking comparable to what they have with some degree of fluency. He has some issues with that and he is not overly thrilled. He didn't think that they have actively tried to pursue this as a condominium building.

Mr. Fradin stated that the first few years after New England Builders ceased to continue building, they did seek out other condominium developers, none of whom have moved forward. The inquiries they have been receiving have been mostly from apartment developers.

Chairman Camerer stated that the residents in the Town Center need to be advised of the potential changes to make sure that they are completely aware of it. They have had communities that abut certain properties, shut down things, because they were not happy with the potential development. He would be interested in hearing opinions from the residents who have invested in buying their units and live there.

Mr. Fradin stated that they would keep the condominium association apprised through this process so they are able to participate as well. They would ultimately have to go through some type of zoning approvals where there would be opportunity for public input.

Attorney Mraz stated but there is also a criteria, besides price, that they architecturally match or are consistent architecturally with the existing building. They are trying to get the property sold and accommodate the residents as well.

Chairman Reinke asked if it was possible that they would not like the responses?

President Wallace stated that is why the attorney set it up like this. Something has to be built here at some point and this gets preliminary interest.

Administrator Schumacher stated that her first impulse was to notify the residents that they were looking at this agenda item. Their response was "what are they going to react to" since there are no plans and just nebulous feelings. As we move on in this process and we have more proposals, than we have more valuable input.



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Chairman Hopkins stated that they could choose to reject all the plans.

Attorney Mraz stated that they are not planning to bring this back to the Board for a vote right away. They are going to go out on the street and bid it as you see it. When the plans and the bid prices come in, they will be brought back to the Committee of the Whole and ultimately requires the Board to pass an ordinance saying that they are going to sell the property because it is no longer useful for our purposes.

2. 2018 Board/Committee Meeting Schedule

Chairman Hopkins presented the 2018 meeting schedule.

Administrator Schumacher stated that the Clerk normally puts out a list of the annual meeting dates of all the Boards and Commissions. She wanted to let them take an opportunity to look at their schedules for the year. One of the dates on the calendar is the Strategic Planning date and the plan will be brought back to the Board in January for final approval. This years' time plan went amiss but they would ideally like to have a plan by October so they could bring it into the budget process. They may want to consider skipping a year.

Chairman Reinke asked about the extra budget meeting in March.

Administrator Schumacher stated that the extra meeting would be on a Wednesday following the Tuesday night Board meeting.

President Wallace stated that he assumes that the 4th of July festivities would start on a Sunday and end on Wednesday in 2018. He suggested moving the July 3rd meeting to Thursday, July 5th.

POLICE & HEALTH COMMITTEE

1. TOD Implementation Strategy – 25 mph on Key Downtown Roadways

Community Development Director Jim Plonczynski stated that in the vein of implementing the TOD plan, this is one of the items that were considered. The police department provided the speed studies that went along with the roadways that the TOD plan recommended. It recommended 25 mph to make the downtown a more pedestrian friendly environment. They did the speed study on the major arterials the TOD plan recommended which is Oak, Railroad and down Main Street. The speed study indicated that people are generally not zipping through town, but are going a little over the limit. They have studied other surrounding towns and most of them had 25 mph



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speed limits, including St. Charles, Geneva, Batavia, Glenview, Elgin, South Elgin. North Avenue was not on the TOD plan as one that they recommended, but because North Avenue has the school and goes to Bartlett Park it has a 35 mph speed limit reduced down to 30 and they would like direction to possibly study that and make it a 25 mph zone. The police department would do this additional study and staff would bring back an ordinance to reduce these speed limits to 25 mph as outlined in the TOD plan.

Chairman Deyne stated that they are in a precarious situation. He didn't think that anyone here would object to lower speed limits.

Chairman Camerer stated that he just might object.

Chairman Deyne stated that if there is a problem with safety he didn't think anyone would want to be responsible. It is a question of safety and if anything happens he wouldn't want it on his shoulders.

Chairman Camerer asked how many pedestrians have been hit by cars in Bartlett over the course of 5 to 10 years?

Mr. Plonczynski stated that the pedestrian vehicle accidents in the downtown have been three in four years.

Assistant Community Development Director Roberta Grill stated Main Street, Oak/Oneida and Oak/Railroad. Police reports indicate that they were pedestrian and motor vehicle related accidents.

Chairman Camerer stated that he looked at the traffic studies and there are not that many people speeding. Yes, we want safety but is this overkill? Not to mention the cost of a traffic study. He didn't feel we should spend money to do a traffic study.

Mr. Plonczynski stated that it is a speed study that the police department does. They have set parameters and the study is done with in-house staff.

Chief Ullrich stated that one of the things they look at when they set speed limits is the Manual on Uniform Traffic Control Devices (MUTCD). One of their guidelines is that speed limits should be set within 5 mph of the 85th percentile. Each one of these speed studies indicates what the 85th percentile is. It also lists other factors that could be considered including load characteristics, shoulder condition, grades, alignment, site distance, cruise speed, roadside development and environment, parking practices and pedestrian activity unreported crash variance for at least a 12 month period. Some of the things in the downtown is the pedestrian activity and the mid-block crosswalks. At this time of the year when it is dark so early in the morning and evening, people are walking to their cars along Main Street, in front of Town Center, on both sides of Oneida



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and residents backing out of parking spots on Railroad Avenue into traffic, it is very hard to see. He could see reducing speed limits for those reasons as well as all the pedestrian traffic in town.

Chairman Deyne stated that his son rides his bike to Jewel and with the time change it is dark. He also had a number of encounters with traffic. Personally, and very selfishly, for the sake of his child, he sees no reason not to lower the speed limit by 5 mph.

Chairman Camerer stated that if he could see in the study that people were explicitly speeding, most of the studies indicate that people are not breaking the law. He thought it was just overkill and understands that they are trying to lower it for the sake of safety.

Administrator Schumacher stated that she didn't think they were doing it for the sake of safety, alone. This recommendation came from the TOD plan which has the goal of making the downtown more walkable and more pedestrian friendly. Having that slower traffic sets the overall tone for an easier way to get through the downtown on foot.

Chairman Deyne stated that he must be missing something. He was thoroughly confused this evening. We are talking about reducing the speed limit by 5 miles an hour and earlier this evening we talked about vaping in public and now the speed limit? He didn't understand the direction of where they were going this evening.

Chairman Hopkins stated that he thought a lot of work went into the TOD plan and he thought this was a good step to reduce the speed limit to 25 mph. There must be some good reasons for reducing the speed, not just for safety.

Chairman Camerer did not agree.

Chairman Carbonaro stated that it may have to be broken into three parts. He agreed with reducing the speed limit on North Avenue but reducing the speeds in the downtown is premature because we are in the process of trying to widen some of these sidewalks. We have a large population already avoiding the downtown going down Devon. If you are going to reduce the speed limits for safety and the school kids crossing in the morning, it's a good thing for safety, but a little bit too early. Maybe they should wait until they get the widened sidewalks applied. He also wanted to add an item, it seems they looked at 10 to 11 surrounding towns but one thing they did not look at was that there are towns (Arlington Heights, Rolling Meadows, Palatine) that at 9:00 p.m. to 4:30 a.m. they turn the traffic lights into flashing lights. Therefore, traffic can continue through the downtown without having to wait for the long and lengthy lights. He thought that reducing the speed limit was a little premature before they get the sidewalks.

Chairman Gabrenya stated that she believes that it was a good idea to reduce the speed limit, being an avid runner and seeing how much people are on their phones



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while driving. If we reduce the speed limit downtown and it pushes people to use Devon even more, how do we address that? She foresees that as being a safety issue.

Mr. Plonczynski stated that they can certainly look at Devon even though it is not part of the TOD plan. We can monitor it and make sure it is not being exceeded.

Chief Ullrich stated that they get complaints about speeding on Devon frequently. He can put the speed trailers out there and do some radar enforcement. They would have to do that on a more frequent basis.

President Wallace disagreed with the comment that slowing the speed limit is going to push people out of the downtown. He goes through the downtown 2 to 3 times per week and it won't make any difference what the speed limit is and he thought that it would not make a difference to 20 of his friends. If people go downtown, they are going to go downtown. It doesn't make any difference if it's 25 or 30 mph.

Chairman Reinke stated that the main purpose is for safety but one of the other reasons is to help the downtown. If we calm the traffic and make it more walkable, it fosters economic activity. Nobody sees downtown as a shortcut. It makes sense to establish a baseline on Devon.

President Wallace agreed. A better discussion is how we slow down the traffic on Route 59. Let's get IDOT on board with that. He asked staff to bring this back after they take a look at Devon.

Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman Hopkins.

ROLL CALL VOTE TO ADJOURN

AYES: Chairman Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:01 p.m.

Lorna Gilles
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017

100-GENERAL FUND REVENUES

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HANOVER TOWNSHIP FOOD PANTRY	DENIM DAY DONATION	140.00
INVOICES TOTAL:		140.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - DEC 2017	322,389.01
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - DEC 2017	2,764.53
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - DEC 2017	842.83
INVOICES TOTAL:		325,996.37

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	218.40
INVOICES TOTAL:		218.40

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	19.96
1 WAREHOUSE DIRECT	CALENDAR REFILL/APPT BOOKS	52.64
INVOICES TOTAL:		72.60

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	47.93
1 DUPAGE MAYORS & MANAGERS	MEETING FEE	40.00
INVOICES TOTAL:		87.93

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	QUARTERLY DUES	240.00
INVOICES TOTAL:		240.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LAPEL MICROPHONE	53.73
1 CENTURY PRINT & GRAPHICS	CHRISTMAS CARDS	322.71
INVOICES TOTAL:		376.44

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	599.88
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	88.80
INVOICES TOTAL:		688.68

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	375.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00
1 MAROUS & COMPANY	APPRAISAL SERVICES	1,500.00
INVOICES TOTAL:		5,550.00

1400-FINANCE

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS INC	ANNUAL FEE/INTERNET HOSTING	500.00
INVOICES TOTAL:		500.00

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	102.00
1 PADDOCK PUBLICATIONS INC	TAX LEVY HEARING	257.60
INVOICES TOTAL:		359.60

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	340.00
INVOICES TOTAL:		340.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	W2/1099-M FORMS	345.49
INVOICES TOTAL:		345.49

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA PENSION SEMINAR	170.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: 170.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI #ILL152535/COST CTR #5933	250.00
		<u>INVOICES TOTAL: 250.00</u>

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE AERIAL IMAGING	AERIAL PHOTOS/PROMO VIDEO	600.00
		<u>INVOICES TOTAL: 600.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATES	30.50
		<u>INVOICES TOTAL: 30.50</u>

1600-BUILDING

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ NYCZ	ELECTRICAL INSPECTIONS	150.00
		<u>INVOICES TOTAL: 150.00</u>

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICE	ELEVATOR INSPECTION	80.00
		<u>INVOICES TOTAL: 80.00</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	122.30
		<u>INVOICES TOTAL: 122.30</u>

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	31,409.02
		<u>INVOICES TOTAL: 31,409.02</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SUBURBAN BUILDING OFFICIALS CONF	HOLIDAY LUNCHEON/MEETING	120.00
		<u>INVOICES TOTAL: 120.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	MEMBERSHIP DUES	75.00
INVOICES TOTAL:		75.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	400.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	180.00
1 STERICYCLE INC	SERVICE AGREEMENT	50.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	743.03
INVOICES TOTAL:		2,651.48

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,301.94
INVOICES TOTAL:		1,301.94

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	FURNITURE BID NOTICE	159.85
INVOICES TOTAL:		159.85

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	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	29.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	18.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	311.28
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	311.28
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	129.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	84.59
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	10.00
INVOICES TOTAL:		1,010.54

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE INSPECTION/EBAY	30.00
1 BARTLETT TIRE LTD	VEHICLE INSPECTION/EBAY	30.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1	EBY GRAPHICS INC	VEHICLE GRAPHICS	515.00
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	49.85
1	ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL	250.00
1	ULTRA STROBE COMMUNICATIONS INC	NEW EQUIPMENT INSTALLATION	2,050.00
1	ULTRA STROBE COMMUNICATIONS INC	NEW EQUIPMENT INSTALLATION	199.85
1	ULTRA STROBE COMMUNICATIONS INC	NEW EQUIPMENT INSTALLATION	2,050.00
1	ULTRA STROBE COMMUNICATIONS INC	NEW EQUIPMENT INSTALLATION	23.95
INVOICES TOTAL:			5,198.65

526100-AUTO BODY REPAIRS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ULTRA STROBE COMMUNICATIONS INC	SIDE MIRROR REPAIRS	75.00
INVOICES TOTAL:		75.00	

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
1	AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	186.35	
1	HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	12.00	
1	HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	13.60	
1	HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICAL EXAM	22.28	
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	15.94	
1	MICHAEL KMIECIK	LUTHER K9 FOOD	32.25	
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	116.30
**	1	SAM'S CLUB	FOOD PURCHASES/SUPPLIES	102.76
1	TRI-TECH FORENSICS INC	FINGERPRINT PADS	89.97	
1	WAREHOUSE DIRECT	TONER	128.43	
1	WAREHOUSE DIRECT	TONER	137.25	
INVOICES TOTAL:		857.13		

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CALEA	NAMEPLATES/SERVING SINCE BARS	79.00
1	MTS SAFETY PRODUCTS INC	CROSSING GUARD SUPPLIES	845.09
1	MTS SAFETY PRODUCTS INC	CROSSING GUARD SUPPLIES	162.84
1	STREICHER'S INC	UNIFORM ACCESSORIES	16.99
1	SYMBOL ARTS	PINS	424.00
INVOICES TOTAL:		1,527.92	

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	11.94
INVOICES TOTAL:		11.94	

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	20.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 20.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.97
1 WAREHOUSE DIRECT	BATTERIES/PENS	142.03
		<u>INVOICES TOTAL: 182.00</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	6.65
		<u>INVOICES TOTAL: 6.65</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	28.01
		<u>INVOICES TOTAL: 28.01</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRACEY DENDINGER	TRAINING EXPENSES	35.40
1 JIM DURBIN	TRAINING EXPENSES	35.40
1 ILLINOIS LAW ENFORCEMENT ALARM	CONFERENCE REGISTRATION	200.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	119.90
		<u>INVOICES TOTAL: 4,140.70</u>

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SQUARESPACE SUBSCRIPTION	144.00
		<u>INVOICES TOTAL: 144.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRISIS PREVENTION INSTITUTE INC	ANNUAL MEMBERSHIP FEE	150.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP DUES/C SNIDER	200.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP DUES/P ULLRICH	200.00
		<u>INVOICES TOTAL: 550.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COLLAPSIBLE LECTURN	318.79
1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATION FLOWERS	124.50
		<u>INVOICES TOTAL: 443.29</u>

** Indicates pre-issue check.

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545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
	INVOICES TOTAL:	550.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.75
	INVOICES TOTAL:	15.75

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN THOMAS INC	PORTABLE TRAFFIC COUNTERS	2,773.30
	INVOICES TOTAL:	2,773.30

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
1 PATTEN INDUSTRIES INC	WHEEL LOADER RENTAL	3,497.50
1 TAYLOR RENTAL	EQUIPMENT RENTAL	57.20
1 VERIZON WIRELESS	WIRELESS SERVICES	175.54
1 VERIZON WIRELESS	WIRELESS SERVICES	24.94
	INVOICES TOTAL:	3,757.28

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	275.74
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	142.29
1 NICOR GAS	GAS BILL	246.49
1 NICOR GAS	GAS BILL	476.77
1 NICOR GAS	GAS BILL	200.07
1 NICOR GAS	GAS BILL	95.72
	INVOICES TOTAL:	1,460.27

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE INSPECTIONS	8,177.00
	INVOICES TOTAL:	8,177.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	3,479.11
	INVOICES TOTAL:	3,479.11

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	179.79
	INVOICES TOTAL:	179.79

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MATERIALS & SUPPLIES	10.70
1 GRIMCO INC	WEEDING TOOL	8.56
1 GRIMCO INC	MATERIALS & SUPPLIES	108.54
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	402.04
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	812.95
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	17.96
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	155.57
1 SITEONE LANDSCAPE SUPPLY LLC	CHRISTMAS WREATHS	329.50
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	15.54
	INVOICES TOTAL:	1,861.36

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	64.94
	INVOICES TOTAL:	64.94

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/PAPER/TAPE	152.10
	INVOICES TOTAL:	152.10

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	744.32
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	12.40
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	23.54
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	346.76
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	19.20
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	120.16
1 WHOLESALE DIRECT INC	EQUIPMENT MAINTENANCE SUPPLIES	196.08
1 WHOLESALE DIRECT INC	EQUIPMENT MAINTENANCE SUPPLIES	291.63
	INVOICES TOTAL:	1,754.09

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	3,073.84
	INVOICES TOTAL:	3,073.84

** Indicates pre-issue check.

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534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOOR & DECOR	VINYL FLOORING/ADMIN OFFICES	1,047.69
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	33.84
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	96.66
1 UNIFIRST CORP	MATS	12.38
1 UNIFIRST CORP	MATS	12.38
INVOICES TOTAL:		1,202.95

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	95.39
INVOICES TOTAL:		95.39

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #5	625,499.00
1 WILLIAMS ARCHITECTS	POLICE STATION	30,121.69
INVOICES TOTAL:		655,620.69

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREGORY BLOCK	VBR BOND REFUND	500.00
1 VINUBHAI PATEL	VBR BOND REFUND	500.00
INVOICES TOTAL:		1,000.00

270374-BARTLETT RIDGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT RIDGE SUBDIVISION	108.00
INVOICES TOTAL:		108.00

4440-BLUFF CITY TIF PROJ EXPENSES

547006-DEVELOPER NOTES INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	DEVELOPER NOTE INTEREST PAYMENT	172,583.80
INVOICES TOTAL:		172,583.80

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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**	1 CITY OF ELGIN	ELGIN WATER BILL	328,078.93
			INVOICES TOTAL: 328,078.93

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	CROSS CONNECTION CONTROL PROGRAM	766.15
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,658.58
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
		INVOICES TOTAL: 13,718.06

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	175.54
		INVOICES TOTAL: 175.54

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	2,195.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,265.00
		INVOICES TOTAL: 3,460.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	EPA HEARING	108.10
		INVOICES TOTAL: 108.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	965.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.26
1 NICOR GAS	GAS BILL	175.97
1 NICOR GAS	GAS BILL	164.83
1 NICOR GAS	GAS BILL	38.03
		INVOICES TOTAL: 1,584.59

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	86.54
		INVOICES TOTAL: 86.54

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	244.76
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	131.04
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	17.96
1 ZIEBELL WATER SERVICE	PARTS FOR STOCK	3,325.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	87.47
	INVOICES TOTAL:	3,806.23

530150-SMALL TOOLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	13.94
	INVOICES TOTAL:	13.94

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRAINGER	FIRE EXTINGUISHER/FIRST AID KIT	91.07
	INVOICES TOTAL:	91.07

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	COFFEE/PAPER/TAPE	23.70
	INVOICES TOTAL:	23.70

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	622.12
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	263.49
	INVOICES TOTAL:	885.61

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FLOOR & DECOR	VINYL FLOORING/ADMIN OFFICES	1,047.69
1 UNIFIRST CORP	MATS	12.38
1 UNIFIRST CORP	MATS	12.38
	INVOICES TOTAL:	1,072.45

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	OPERATOR TRAINING COURSE	150.00
	INVOICES TOTAL:	150.00

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HEAVNER BEYERS & MIHLAR LLC	REFUND/WATER BILL OVERPAYMENT	107.13
1 STEVE J KAZMIERSKI	REFUND/WATER BILL OVERPAYMENT	37.95
	INVOICES TOTAL:	145.08

5090-WATER CAPITAL PROJECTS EXP

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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581038-VILLAGE SYSTEM IMPROVMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REMPE-SHARPE & ASSOCIATES INC	BARTLETT TRANSMISSION MAIN	16,761.80
	INVOICES TOTAL:	16,761.80

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTION	5,775.00
	INVOICES TOTAL:	5,775.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	175.54
	INVOICES TOTAL:	175.54

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	313.50
	INVOICES TOTAL:	313.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	66.37
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	97.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	70.34
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	211.02
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	111.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	150.92
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	116.31
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	143.57
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	318.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	213.34
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	308.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	291.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	361.92
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	20,099.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	234.05
1 NICOR GAS	GAS BILL	88.67
1 NICOR GAS	GAS BILL	47.46
1 NICOR GAS	GAS BILL	293.32
1 NICOR GAS	GAS BILL	26.65
1 NICOR GAS	GAS BILL	25.03
1 NICOR GAS	GAS BILL	90.19
1 NICOR GAS	GAS BILL	30.27
1 NICOR GAS	GAS BILL	86.71
1 NICOR GAS	GAS BILL	25.03

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017**

1 NICOR GAS	GAS BILL	25.52
1 NICOR GAS	GAS BILL	27.95
1 NICOR GAS	GAS BILL	56.38
INVOICES TOTAL:		23,618.04

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,463.25
INVOICES TOTAL:		3,463.25

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	248.91
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	207.54
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	45.96
1 PRO CHEM INC	MATERIALS & SUPPLIES	125.74
INVOICES TOTAL:		628.15

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIMBALL MIDWEST	TOOLS	308.84
INVOICES TOTAL:		308.84

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOW-TECHNICS INC	ABS PUMP	5,233.00
1 LAI LTD	VALVE PURCHASE	1,105.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	157.76
INVOICES TOTAL:		6,495.76

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOOR & DECOR	VINYL FLOORING/ADMIN OFFICES	1,047.69
1 UNIFIRST CORP	MATS	12.39
1 UNIFIRST CORP	MATS	12.39
INVOICES TOTAL:		1,072.47

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	OPERATOR TRAINING COURSE	150.00
INVOICES TOTAL:		150.00

547047-IEPA LOAN INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PYMT/PROJECT L17-4695	21,515.67
INVOICES TOTAL:		21,515.67

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017**

547048-IEPA LOAN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PYMT/PROJECT L17-4695	47,059.35
INVOICES TOTAL:		47,059.35

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	940.64
INVOICES TOTAL:		940.64

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	BASIN	3,500.00
INVOICES TOTAL:		3,500.00

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	2,147.25
INVOICES TOTAL:		2,147.25

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORP	MATS	14.10
1 UNIFIRST CORP	MATS	14.10
INVOICES TOTAL:		428.20

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	98.85
1 NICOR GAS	GAS BILL	61.38
1 NICOR GAS	GAS BILL	211.63
INVOICES TOTAL:		371.86

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	30.13
INVOICES TOTAL:		30.13

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - NOV 2017	550.00
1 OTIS ELEVATOR CO	ELEVATOR MAINTENANCE	1,146.39
INVOICES TOTAL:		1,696.39

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VETERANS AD	45.00
1 EXAMINER PUBLICATIONS INC	CHAMBER OF COMMERCE GIFT GUIDE	15.00
INVOICES TOTAL:		60.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	SPRINKLER REPAIRS	738.00
INVOICES TOTAL:		738.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	127.51
1 NICOR GAS	GAS BILL	629.35
INVOICES TOTAL:		756.86

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	81.00
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	330.25
1 NADLER GOLF CAR SALES INC	MISC. CHARGE	46.22
INVOICES TOTAL:		457.47

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BILL'S GOLF INC	GOLF CLUBS/BALLS	23.00
1 VOLVIK USA	GOLF BALLS	807.56
INVOICES TOTAL:		830.56

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BILL'S GOLF INC	GOLF CLUBS/BALLS	420.00
INVOICES TOTAL:		420.00

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONALD ROSS SPORTSWEAR	MISC. GOLF MERCHANDISE	849.96
1 GEAR FOR SPORTS	MISC. GOLF MERCHANDISE	19.15

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017**

INVOICES TOTAL: **869.11**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PGA OF AMERICA	125.00
		<u>INVOICES TOTAL:</u> 125.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
		<u>INVOICES TOTAL:</u> 159.80

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	104.37
1 NICOR GAS	GAS BILL	209.80
		<u>INVOICES TOTAL:</u> 314.17

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARQUEST AUTO PARTS	AUTOMOTIVE SUPPLIES	688.60
		<u>INVOICES TOTAL:</u> 688.60

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	162.46
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	529.97
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	289.28
1 R & R PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	2,738.71
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	392.37
		<u>INVOICES TOTAL:</u> 4,112.79

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	75.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	64.81
1 L & M GREENHOUSES	CHRISTMAS WREATHS	98.70
		<u>INVOICES TOTAL:</u> 238.71

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE/K DEROO	20.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017

1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE/A MAZZONE	30.00
1 MIDWEST ASSOC OF GOLF COURSE	MEETING REGISTRATION	40.00
1 UNIVERSITY OF ILLINOIS	TRAINING REGISTRATION	101.50
INVOICES TOTAL:		191.50

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CINTAS CORPORATION	FIRST AID SUPPLIES	21.69
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - NOV 2017	85.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
INVOICES TOTAL:		193.69

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	104.90
INVOICES TOTAL:		104.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	48.86
INVOICES TOTAL:		48.86

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	21.69
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - NOV 2017	85.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	302.97
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	363.34
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	139.17
1 MLA WHOLESALE INC	CREDIT - OVERPAYMENT	-16.50
1 MLA WHOLESALE INC	FLOWERS	20.20
INVOICES TOTAL:		1,059.87

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	CHAMBER OF COMMERCE GIFT GUIDE	15.00
INVOICES TOTAL:		15.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	104.90
INVOICES TOTAL:		104.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	48.86
1 MLA WHOLESALE INC	FLOWERS	39.60
INVOICES TOTAL:		88.46

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	65.33
1 WAREHOUSE DIRECT	BUSINESS CARDS/PAPER/TAPE	43.68
1 WAREHOUSE DIRECT	PAPER/POST-IT NOTES	20.15
1 WAREHOUSE DIRECT	PAPER/PAPERCLIPS	29.12
INVOICES TOTAL:		158.28

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	200.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	64.11
1 GORDON FOOD SERVICE INC	CREDIT - RETURN	-288.01
1 GORDON FOOD SERVICE INC	CREDIT - RETURN	-459.73
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	693.03
1 GRECO AND SONS INC	FOOD PURCHASE	418.43
1 GRECO AND SONS INC	FOOD PURCHASE	81.61
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	72.89
1 TURANO BAKING CO	FOOD PURCHASE	81.64
INVOICES TOTAL:		863.97

6000-CENTRAL SERVICES EXPENSES

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTION	520.00
1 UNIFIRST CORP	MATS	46.30
1 UNIFIRST CORP	MATS	46.30
INVOICES TOTAL:		612.60

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	152.50
1 CALL ONE	TELEPHONE BILL	189.31
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.37

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2017

1 VERIZON WIRELESS	WIRELESS SERVICES	669.53
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
INVOICES TOTAL:		1,152.73

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	47.94
1 NICOR GAS	GAS BILL	477.75
1 NICOR GAS	GAS BILL	689.51
INVOICES TOTAL:		1,215.20

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCUTECH SERVICES	LASERJET PRINTER REPAIRS	195.92
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES	43.10
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	135.81
INVOICES TOTAL:		374.83

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	BATTERIES	34.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	32.76
INVOICES TOTAL:		67.26

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	11.54
INVOICES TOTAL:		11.54

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPROVED NETWORKS INC	FIBER TRANSCEIVERS	267.38
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	236.42
INVOICES TOTAL:		503.80

GRAND TOTAL: 1,750,531.23

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 12/19/2017

GENERAL FUND	414,828.60
MUNICIPAL BUILDING FUND	655,620.69
DEVELOPER DEPOSITS FUND	1,108.00
BLUFF CITY TIF PROJECT FUND	172,583.80
WATER FUND	370,161.64
SEWER FUND	117,163.46
PARKING FUND	830.19
GOLF FUND	14,296.89
CENTRAL SERVICES FUND	3,937.96
GRAND TOTAL	1,750,531.23

** Indicates pre-issue check.

CASH & INVESTMENT REPORT
October 31, 2017

Fund	Disbursements			Detail of Ending Balance			
	9/30/2017	Receipts	10/31/2017	Cash	Investments	Net Assets/Liab.	10/31/2017
General	15,475,668	1,241,479	1,682,569	6,844,067	7,289,048	901,462	15,034,577
MFT	3,682,026	102,599	278,958	1,825,781	1,700,046	(20,160)	3,505,667
Debt Service	2,283,719	47,407	0	1,099,182	1,227,134	4,810	2,331,125
Capital Projects	39,253	226	0	0	0	39,479	39,479
Municipal Building	15,844,817	21,799	553,202	350,202	390,967	14,572,245	15,313,414
Developer Deposits	3,618,101	11,557	(6,588)	17,776	3,555,514	62,956	3,636,246
Town Center TIF	353	0	0	128,594	143,563	(271,805)	353
59 & Lake TIF	0	0	0	0	0	0	0
BC Municipal TIF	743,918	8,321	39,163	344,417	384,510	(15,850)	713,077
Bluff City Tif Municipal	15,977	5,032	21,009	0	0	21,009	21,009
Water	9,344,494	755,522	428,387	1,139,551	1,272,090	7,259,988	9,671,628
Sewer	20,460,780	352,498	343,798	247,321	275,999	19,946,160	20,469,481
Parking	105,314	31,419	19,592	37,728	42,119	37,295	117,142
Golf	1,349,099	175,499	192,837	0	0	1,331,761	1,331,761
Central Services	511,120	85,592	81,931	210,129	234,589	70,064	514,781
Vehicle Replacement	3,572,744	51,641	144,399	807,753	901,781	1,770,452	3,479,986
TOTALS	77,047,381	2,890,592	3,758,248	13,052,500	17,417,361	45,709,865	76,179,726

BC Project TIF	8,219,992	51,924	94,098	8,177,819	0	0	8,177,818
Bluff City Project TIF	99,058	73,847	0	172,904	0	0	172,904
Bluff City SSA Debt Srv.	1,268,626	1,395	30,716	0	0.00	1,239,304	1,239,304
Police Pension	39,680,142	494,772	138,100	1,557,643	38,346,237	132,934	40,036,814


Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2017/18 as of October 31, 2017

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	13,632,453	21,852,980	62.38%	11,212,596	22,565,996	49.69%
MFT	551,836	1,105,000	49.94%	1,262,972	2,728,200	46.29%
Debt Service	2,404,756	3,229,588	74.46%	819,656	3,169,000	25.86%
Capital Projects	331	50	661.20%	0	0	0.00%
Municipal Building	396,512	353,400	112.20%	2,067,928	9,587,500	21.57%
Developer Deposits	55,283	135,850	40.69%	149,702	624,949	23.95%
Town Center TIF	353	0	100.00%	0	0	0.00%
Bluff City SSA	543,694	1,041,779	52.19%	84,258	1,110,000	7.59%
59 & Lake TIF	0	73,000	0.00%	0	73,000	0.00%
Bluff City Municipal TIF	11,510	4,525	254.36%	0	0	0.00%
Bluff City Project TIF	172,804	1,535,100	0.75%	0	1,535,000	0.00%
Brewster Creek Municipal TIF	641,830	621,500	103.27%	255,215	718,789	35.51%
Brewster Creek Project TIF	4,491,503	6,420,000	69.96%	1,734,021	6,836,960	25.36%
Water	4,250,819	27,324,500	15.56%	3,930,217	27,017,275	14.55%
Sewer	2,094,944	9,417,800	22.24%	1,840,314	9,157,694	20.10%
Parking	113,446	230,150	49.29%	99,504	245,320	40.56%
Golf	1,709,427	2,195,450	77.86%	1,257,272	2,148,755	58.51%
Central Services	512,158	1,022,563	50.09%	760,341	1,582,149	48.06%
Vehicle Replacement	366,577	647,770	56.59%	229,055	983,500	23.29%
Police Pension	3,228,698	2,190,136	147.42%	853,505	2,190,136	38.97%
Subtotal	35,178,935	79,401,141	44.31%	26,556,557	92,274,223	28.78%
Less Interfund Transfers	(2,308,318)	(3,762,419)	61.35%	(2,308,318)	(3,762,419)	61.35%
Total	32,870,617	75,638,722	43.46%	24,248,239	88,511,804	27.40%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2017/18 as of October 31, 2017

Fund	Actual	Current Year		Percent	Prior YTD %
		Budget	Budget		
Property Taxes	8,583,583	10,845,938		79.14%	78.43%
Sales Taxes (General Fund)	1,202,995	2,400,000		50.12%	52.94%
Income Taxes	2,561,835	4,165,000		61.51%	47.94%
Telecommunications Tax	436,461	930,000		46.93%	44.83%
Real Estate Transfer Tax	454,023	610,000		74.43%	61.80%
Building Permits	442,768	640,000		69.18%	77.22%
MFT	537,730	1,095,000		49.11%	51.19%
Water Charges	4,082,598	7,800,000		52.34%	50.48%
Sewer Charges	1,967,560	3,820,000		51.51%	50.39%
Interest Income	164,096	145,800		112.55%	82.79%
Gas Utility Tax	119,032	500,000		23.81%	27.34%
Electric Utility Tax	78,729	160,000		49.21%	59.48%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2017/18 as of October 31, 2017

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,004,266	1,273,450	78.86%
Expenses	647,556	1,181,300	54.82%
Net Income	356,710	92,150	387.10%
F&B - Restaurant			
Revenues	118,241	143,000	82.69%
Expenses	194,810	303,583	64.17%
Net Income	(76,569)	(160,583)	47.68%
F&B - Banquet			
Revenues	470,912	655,000	71.90%
Expenses	360,542	599,472	60.14%
Net Income	110,370	55,528	198.76%
F&B - Midway			
Revenues	116,008	124,000	93.56%
Expenses	54,364	64,400	84.42%
Net Income	61,644	59,600	103.43%
Golf Fund Total			
Revenues	1,709,427	2,195,450	77.86%
Expenses	1,257,272	2,148,755	58.51%
Net Income	452,155	46,695	968.32%

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	FY 2017-18
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139	91,478
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737	72,645
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278	95,252
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533	89,970
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032	79,527
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	97,757	
January	89,163	115,721	82,788	90,866	97,525	89,828	92,928	
February	96,459	83,346	70,348	83,687	74,031	90,531	88,602	
March	77,675	84,943	83,251	65,802	37,978	77,861	75,544	
April	89,807	82,622	70,866	75,969	95,841	93,782	90,224	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	1,009,889	1,054,055	1,044,479	428,873
Plus:								
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801	18,633
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	1,082,280	447,506
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000
Annual Inc in \$								
w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	-0.73%	4.37%	-3.79%	0.63%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

October 2, 2017

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR SEPTEMBER, 2017

Beginning Unobligated Balance	\$2,523,106.44
Motor Fuel Tax Allotment	\$79,527.42
Minus Amount Paid to State	\$0.00
Net Motor Fuel Tax Allotment	<u>\$79,527.42</u>
Plus Credits Processed	\$18,633.00
Minus Authorizations Processed	\$275,958.64
Current Unobligated Balance	<u>\$2,345,308.22</u>

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
9/28/2017	11-00088-00-RS	Contract Construct		\$275,958.64
			TOTAL	<u>\$275,958.64</u>

CREDITS:

Date	Section	Category	Memo	Amount
9/28/2017		Supplemental Allotment	FY2018 High Growth Cities	\$18,633.00
			TOTAL	<u>\$18,633.00</u>

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214	201,320
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385	219,629
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186	224,268
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930	215,328
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	207,123	
December	171,232	164,341	165,852	153,005	163,529	178,413	201,075	
January	166,523	167,926	168,154	210,506	187,865	194,219	190,934	
February	171,856	157,086	147,189	151,678	141,054	149,630	167,837	
March	168,981	177,777	147,039	128,886	141,609	161,850	159,411	
April	132,397	152,124	162,595	153,553	170,308	178,006	186,494	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	2,249,438	2,363,230	

% increase -7.33% 0.86% 4.17% 0.30% 2.26% 4.52% 4.77% 2.57%

Budget 1,950,000 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000

Warrant/EFT#: EF 0018649				
Fiscal Year:	2018	Issue Date:	10/06/17	
Warrant Total:	\$215,327.66	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1172805	8A1172805	\$215,327.66

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
						DISTRIBUTE
0189	492	27	44910055	4491	\$215,327.66	MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/05/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2017 COLL MO: AUG. 2017 VCHR MO: OCT. 2017
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



THE VILLAGE OF
BARTLETT

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

VILLAGE PRESIDENT
Kevin Wallace

ADMINISTRATOR
Paula Schumacher

VILLAGE CLERK
Lorna Giles

TRUSTEES

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

TO THE EDITOR: Daily Herald, The Courier News, Chicago Tribune, Bartlett Examiner, Suburban Life Publications

SUBJECT: Annual Meeting Notice

DATE: December 20, 2017

In conformance with the Illinois Open Meetings Act, please be advised that the following is a list of 2018 regularly scheduled meetings to be held in Village Hall at 228 S. Main Street.

Location: Council Chamber

Village Board

1st & 3rd Tuesday at 7:00 PM with following exceptions:
[January 2 moved to January 4]
[July 3 moved to July 5]
[August 7 Cancelled for Nat'l Night Out]

1st & 3rd Tuesday following Board meeting

Planning & Zoning Committee
Finance & Golf Committee
Police & Health Committee
Public Works Committee
Building Committee
License & Ordinance Committee

[Add'l Budget Review on March 14]

Zoning Board of Appeals

1st Thursday at 7:00 PM

Plan Commission

2nd Thursday at 7:00 PM

Economic Development Commission

2nd Monday at 7:00 PM

Bike and Run Plan Advisory Committee

Last Thursday of the months of March, June, September and December at 3:00 PM

Location: 2nd Floor Training Room

Police Pension Board

Third Thursday of the months of February, May, August and November at 2:00 PM

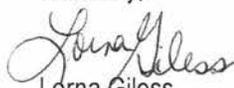
Location: Police Department

Board of Fire & Police Commissioners

1st Tuesday at 3:30 PM

You will be notified of any special, reconvened, rescheduled or cancelled meetings throughout the year.

Sincerely,


Lorna Giles
Village Clerk



Agenda Item Executive Summary

Item Name 2017 Property Tax Levy Approval

Committee
or Board Board

BUDGET IMPACT

Amount: \$10,933,187

Budgeted \$10,933,187

List what
fund

General, Debt Service, Police Pension

EXECUTIVE SUMMARY

Attached is the 2017 property tax levy ordinance. The total levy is \$10,933,187, a 1.55% increase over the 2016 property tax extension. A Truth In Taxation Public Hearing for the 2017 levy was held on November 21, 2017.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance Number 2017-_____ An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2017 and ending April 30, 2018.

Staff: Todd Dowden, Finance Director

Date: 12/11/17

Village of Bartlett Finance Department Memo 2017 - 42

DATE: December 11, 2017

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director 

SUBJECT: 2017 Property Tax Levy Ordinance

Attached is the 2017 property tax levy ordinance. The total levy is \$10,933,187, a 1.55% increase over the 2016 property tax extension. A Truth In Taxation Public Hearing for the 2017 levy was held on November 21, 2017. A summary of the 2017 levy is included below:

Proposed Levy Compared to Prior Year's Extension				
	2017 Proposed Levy	2016 Extension	Increase (Decrease)	Percent Change
General Corporate	6,433,094	6,548,931	(115,837)	-1.77%
Police Pension	1,377,155	1,276,739	100,416	7.87%
Subtotal	7,810,249	7,825,670	(15,421)	-0.20%
Debt Service	3,122,938	2,940,508	182,430	6.20%
TOTAL	10,933,187	10,766,178	167,009	1.55%

Motion: To approve Ordinance 2017- _____, An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2017 and ending April 30, 2018.

**ORDINANCE 2017-
ANNUAL TAX LEVY ORDINANCE**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
GENERAL CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF
BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, FOR THE FISCAL
YEAR BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018.**

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

WHEREAS, the President and Board of Trustees of the Village of Bartlett have heretofore on April 4, 2017, passed, adopted, and approved the Annual Budget for the Village of Bartlett for the fiscal year beginning May 1, 2017 and ending April 30, 2018 ("the current fiscal year") after a public hearing held pursuant to the notice and other requirements of Section 8-2-9.1 through 8-2-9.9 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 8-2-9.9).

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

SECTION ONE: That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Ten Million, Nine Hundred Thirty Three Thousand, One Hundred Eighty Seven (\$10,933,187).

SECTION TWO: That the sum of Ten Million, Nine Hundred Thirty Three Thousand, One Hundred Eighty Seven (\$10,933,187), being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the Village of Bartlett for the corporate purposes of the Village of Bartlett and also for the purpose of providing for a Corporate Fund, Debt Service Fund, and a Police Pension Fund, as budgeted for the current fiscal year by the Annual Budget of the Village of Bartlett for the fiscal year ending April 30, 2018, approved by the corporate authorities of the Village of Bartlett at the legally convened meeting of April 4, 2017, be, and is hereby levied upon all of the property subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy", which appears over the same, the tax so levied being for the current fiscal year of said Village beginning May 1, 2017 and ending April 30, 2018, and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

	Budget Amount	Estimated Receipts from Sources Other than Tax Levy	To Be Raised by Tax Levy
General Fund			
Office of Village Board	1,292,058	759,718	532,340
Professional Services	461,300	271,240	190,060
Liability Insurance	640,000	244,471	395,529
Finance Department	1,441,361	669,350	772,011
Community Development	1,010,829	1,010,829	0
Building Department	963,293	963,293	0
Police Department	11,352,009	8,078,013	3,273,996
Streets Department	3,850,510	2,581,352	1,269,158
Total General Fund	21,011,360	14,578,266	6,433,094
Total Budget for Corporate Fund	21,011,360		
Less Estimated Revenues from Sources Other than Taxation		14,578,266	
Total Amount to be Raised by Tax Levy for Corporate Fund			6,433,094
Debt Service Fund			
2009 GO Bonds	958,456	0	958,456
2012 GO Bonds	730,819	0	730,819
2016 GO Bonds	1,182,325	0	1,182,325
2017 GO Bonds	325,150	73,812	398,962
Total Debt Service Fund	3,196,750	73,812	3,122,938

	Budget Amount	Estimated Receipts from Sources Other than Tax Levy	To Be Raised by Tax Levy
Police Pension Fund			
Current Pensions & Expenses	1,782,771		
Reserve for Future Pensions	407,365		
Total Police Pension Fund	<u>2,190,136</u>	812,981	1,377,155
Total Budget for Police Pension Fund	2,190,136		
Less Estimated Revenues from Sources Other than Taxation		812,981	
Total Amount to be Raised by Tax Levy for Police Pension Fund			1,377,155
Summary of All Levied Funds			
General Corporate Fund	21,011,360	14,578,266	6,433,094
Debt Service Fund	3,196,750	73,812	3,122,938
Police Pension Fund	<u>2,190,136</u>	<u>812,981</u>	<u>1,377,155</u>
Total All Levied Funds	<u>26,398,246</u>	<u>15,465,059</u>	<u>10,933,187</u>
Total Budget for All Levied Funds	26,398,246		
Less Estimated Revenues from Sources Other than Taxation		15,465,059	
Total Amount to be Raised by Tax Levy for All Levied Funds			10,933,187

SECTION THREE: That the total amount of Ten Million, Nine Hundred Thirty Three Thousand, One Hundred Eighty Seven (\$10,933,187) ascertained above, be, and the same is hereby levied and assessed on all property subject to taxation within the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current year.

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

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

SECTION SIX: That there is hereby certified to the County Clerks of Cook, DuPage, and Kane Counties, Illinois, the several sums aforesaid constituting said total amount of Ten Million, Nine Hundred Thirty Three Thousand, One Hundred Eighty Seven (\$10,933,187) which said total amount the Village of Bartlett requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby ordered and directed to file with the County Clerks of Cook, DuPage, and Kane Counties, Illinois, on or before the time required by law, a certified copy of this Tax Levy Ordinance.

SECTION SEVEN: That this Ordinance shall take effect and be in full force immediately upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2017

APPROVED: December 19, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017- enacted on December 19, 2017, approved on December 19, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION LAW

I, Kevin Wallace, Village President and presiding officer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby certify that the Village of Bartlett has fully and completely complied with the provisions of Sections 18-60 through 18-85 of the Truth in Taxation Law (35 ILCS 200/18-60 through 18-85) in the adoption of the attached Village of Bartlett tax levy ordinance entitled "Annual Tax Levy Ordinance", Ordinance No. 2017- .

Kevin Wallace, Village President

Village of Bartlett
Finance Department Memo
2017 - 43

DATE: December 11, 2017
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director 
SUBJECT: General Obligation Abatements

The final process for the 2017 tax levy is to calculate tax levy abatements for the 2017 refunding bonds. Total gross debt service for all outstanding general obligation bonds equals \$3,196,750. Abatements proposed equal \$73,812. Therefore, the net debt service equals \$2,122,938. The following represents the detail of the proposed abatements:

The abatement being proposed is in the amount of \$73,812. The 2017 bond issue estimates a payment in the amount of \$43,932 for the Fire District's share of the bonds attributable to the portion of the District outside of the Village. Also, the amount of \$29,880 is to be transferred from the Brewster Creek TIF Municipal fund to the Debt Service fund to pay for its portion of the bonds.

Motion: I move to approve abatement ordinance 2017 - _____ an ordinance providing for an abatement of \$73,812 for the 2017 GO Refunding Bonds.

ORDINANCE 2017-

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

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

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

("Ordinance 2017-78"); and

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

WHEREAS, Section 12 of said Ordinance 2017-78 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2017 a tax sufficient to produce the dollar sum of \$359,000 for principal and interest to and including December 1, 2018 on the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$73,812 toward debt service on the Bartlett Series 2017 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2017 Levy of \$33,850 of the \$359,000 tax levied for 2017 in Ordinance 2017-78, left a tax to be extended sufficient to produce the sum of \$325,150 for the 2017 levy with respect to the Bartlett Series 2017 GO Refunding Bonds; and

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

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

SECTION ONE: Partial Abatement of Tax Levied Under Ordinance 2017-78. That \$73,812 of the tax heretofore levied for the year 2017 in Village of Bartlett Ordinance 2017-78 to pay principal and interest on the Bartlett Series 2017 GO Refunding Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2017-78 for the year 2017, shall be abated, thereby leaving \$251,338 of the tax levy for 2017 to be levied for principal and interest to and including December 1, 2018. Nothing contained herein shall be construed as abating the remaining \$251,338 of the \$325,150 tax levy for 2017 after prior abatement, or abating any portion of the tax levies set forth in Section 12 of Ordinance 2017-78 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2017-78, for future years 2018 through 2026.

SECTION TWO: Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the respective County Clerks of DuPage, Cook and Kane Counties, and it shall be the duty of said County Clerks to abate the portion of taxes for the year 2017 in accordance with the provisions of Section One of this Ordinance.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2017

APPROVED: December 19, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017- enacted on December 19, 2017, approved on December 19, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**Village of Bartlett
Finance Department Memo
2017-41**

DATE: December 11, 2017
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director 
SUBJECT: Auditor Extension

In January of 2015 the Village received ten responses for its request for proposals to provide audit services for three years. Lauterbach & Amen LLP was selected based on their proposed price along with their extensive governmental auditing experience. The Village's current contract with Lauterbach & Amen LLP expired with the completion of the April 30, 2017 audit. The Government Finance Officers Association recommends entities to retain auditors for at least five years to provide greater continuity and to help reduce overall costs. The current auditors have done a very satisfactory job over the last three years. For these reasons we would like to extend the engagement with our current auditors.

Attached is a proposal from our auditing firm, Lauterbach & Amen LLP, to extend their contract for three additional years along with the fee schedule from the prior contract. The contract includes a decrease of 2% for 2018, an increase of 2% for 2019 and an increase of 2% for 2020.

Motion: I move that the Village award a three-year contract extension to Lauterbach & Amen LLP at a total cost of \$123,660 for annual financial audit services.



November 1, 2017

The Honorable Village President
Members of the Board of Trustees
Village of Bartlett, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Bartlett, Illinois for the years ended April 30, 2018, April 30, 2019 and April 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the years ended April 30, 2018, April 30, 2019 and April 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan employer contribution schedules, changes in the employer's net pension liability schedules, pension plan investment return schedules, and other postemployment benefit obligation funding progress and employer contribution schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory and statistical information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures – General (Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management Responsibilities (Continued)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

VILLAGE OF BARTLETT Lauterbach & Amen, LLP Professional Services			
	<u>2018</u>	<u>2019</u>	<u>2020</u>
Comprehensive Annual Financial Repo	\$ 35,700	\$ 36,400	\$ 37,100
Tax Increment Financing Opinion (each)	\$ 335	\$ 340	\$ 345
Preparation of the Management Letter	\$ -	\$ -	\$ -
Responses to Prior GFOA Comments	\$ -	\$ -	\$ -
Comptrollers Annual Financial Report	\$ -	\$ -	\$ -
Illinois Department of Insurance Report	\$ 1,530	\$ 1,560	\$ 1,590
Police Pension Board Report	\$ 510	\$ 520	\$ 530
Single Audit Report (if necessary)	\$ 2,350	\$ 2,400	\$ 2,450
Total	<u>\$ 40,425</u>	<u>\$ 41,220</u>	<u>\$ 42,015</u>

We appreciate the opportunity to be of service to the Village of Bartlett, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,



LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Bartlett, Illinois.

By: _____

Title: _____

FEES AND BILLING

Attachment 1

Village of Bartlett Request for Proposal Auditing Services

DUE: 3:00 P.M., January 30, 2015

FEE STRUCTURE

	Copies Needed	2015	2016	2017	Total
Comprehensive Annual Financial Report	25	\$35,000	\$35,700	\$36,400	\$107,100
Tax Increment Financing Opinion (each)		\$330	\$335	\$340	\$1,005
Preparation of the Management Letter	12	\$0	\$0	\$0	\$0
Responses to Prior GFOA Comments	1	\$0	\$0	\$0	\$0
Comptrollers Annual Financial Report	4	\$0	\$0	\$0	\$0
Illinois Department of Insurance Report	2	\$1,500	\$1,530	\$1,560	\$4,590
Police Pension Board Report	10	\$500	\$510	\$520	\$1,530
Single Audit Report (if necessary)	15	\$2,300	\$2,350	\$2,400	\$7,050
Other		\$0	\$0	\$0	\$0
Total		\$39,630	\$40,425	\$41,220	\$121,275



Signature of Authorized Representative

Ronald J. Amen

Name of Authorized Representative

Partner

Title

January 30, 2015

Date

Firm Submitting Proposal:

Lauterbach and Amen, LLP

27W457 Warrenville Road

Warrenville, IL 60555



Agenda Item Executive Summary

Item Name	Ordinance approving and establishing the Village of Bartlett Anti-Harassment and Anti-Discrimination Policy	Committee or Board	Board
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BUDGET IMPACT

Amount: N/A *Budgeted*

List what fund

EXECUTIVE SUMMARY

On November 16, 2017, Governor Rauner signed Public Act 100-0554 into law, which now requires local government employers to enact ordinances or resolutions that adopt sexual harassment policies.

Public Act 100-0554 imposes a significant legal requirement on local governmental entities. Specifically, no later than 60 days after the law's effective date, each unit of local government must adopt an ordinance or resolution establishing a policy to prohibit sexual harassment.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance, Village of Bartlett Anti-Harassment and Anti-Discrimination Policy

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2017-_____, an ordinance approving and establishing the Village of Bartlett Anti-Harassment and Anti-Discrimination Policy in compliance with Public Act 100-0554.

Staff: Janelle Terrance, Human Resources Director Date: 12/05/2017

Memorandum

To: Paula Schumacher, Village Administrator
From: Janelle Terrance, Human Resources Director
Date: December 6, 2017
Re: Adoption of Village of Bartlett Anti-Harassment and Anti-Discrimination Policy

If the recent national scrutiny of sexual harassment in the workplace was not enough, public employers now have further incentive to ensure that their jurisdiction maintains an effective and comprehensive anti-harassment policy. On November 16, 2017, Governor Rauner signed Public Act 100-0554 into law, which now requires local government employers to enact ordinances or resolutions that adopt sexual harassment policies.

Requirement for State Government Officials

Primarily, this new law amends the State Officials and Employees Ethics Act to address issues of sexual harassment in state government employment. One provision requires state government leaders and employees in the General Assembly, state executive branches, and state agencies to undergo annual sexual harassment training. Another provision requires state lobbyists to undergo training and maintain sexual harassment policies.

Requirements for Units of Local Government

Besides its applicability to state officials and state employment, Public Act 100-0554 imposes a significant legal requirement on local governmental entities. Specifically, no later than 60 days after the law's effective date, each unit of local government (including community college and school districts) must adopt an ordinance or resolution establishing a policy to prohibit sexual harassment. The law requires such policies to include at least four components:

- A prohibition on sexual harassment;
- Details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General or the Department of Human Rights;
- A prohibition on retaliation for reporting sexual harassment, including availability of whistleblower protections under the State Officials and Employees Ethics Act, the Whistleblower Act, and the Illinois Human Rights Act; and
- The consequences of a violation of the prohibition on sexual harassment and the consequences for knowingly making a false report.

With the assistance of CBS, LLP, I have conducted a review of our existing harassment policy to ensure compliance with the above four criteria and to ensure that the policy can be affirmatively adopted by resolution by the Village Board.

Additional Considerations

According to U.S. EEOC guidance and federal court decisions, it is best for employers to conduct regular training on preventing harassment and discrimination in the workplace, so that employees at all levels understand their options for reporting harassment complaints and effective responses to prohibited behavior. While not statutorily required for units of local government, public employers should consider anti-harassment training as a critical component for maintaining a workplace free of unlawful harassment. Per your direction, I have contacted two sources for their availability for Village-wide training in January and will advise you as soon as the training schedule is confirmed.

By reviewing our harassment policy and implementing training, this will also help us prepare to respond to the EEOC's forthcoming "Enforcement Guidance on Unlawful Harassment." The EEOC recently finalized this updated Enforcement Guidance, which awaits final publication by the U.S. Office of Management and Budget. The guidance presumably will build on previously identified "best practices," including for example the maintenance of comprehensive

and effective harassment policies, effective and accessible harassment complaint systems, and effective harassment training.

MOTION: I move to approve Ordinance 2017-_____, an ordinance approving and establishing the Village of Bartlett Anti-Harassment and Anti-Discrimination Policy.

ORDINANCE 2017 - _____

**AN ORDINANCE APPROVING AND ESTABLISHING THE VILLAGE OF
BARTLETT ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY**

WHEREAS, the Illinois General Assembly passed P.A. 100-0554, which Governor Rauner signed into law on November 16, 2017, which requires each governmental unit in the State to adopt an ordinance or resolution, within 60 days of the effective date of said new law, establishing a policy to prohibit sexual harassment that meets certain minimum requirements; and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") by the passage of this Ordinance, establish an updated policy to prohibit sexual harassment as set forth on Exhibit A and as approved in Section One of this Ordinance, as required and to comply with P.A. 100-0554;

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

SECTION ONE: The Corporate Authorities of the Village of Bartlett, an Illinois home rule municipality, hereby approve, adopt and establish the VILLAGE OF BARTLETT ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY appended hereto as Exhibit A and expressly incorporated herein, to prohibit sexual harassment as required by P.A. 100-0054.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2017

APPROVED: December 19, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-_____ enacted on December 19, 2017 and approved on December 19, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**VILLAGE OF BARTLETT
ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY**

It is the policy of the Village of Bartlett to maintain a work environment free from all forms of harassment and discrimination and to insist that all employees be treated with dignity, respect, and courtesy. It will be a violation of Village policy for any employee to harass or discriminate against another individual in the workplace based upon race, color, religion, sex, national origin, age, mental or physical disability, ancestry, sexual orientation, veteran status, military status, marital status, order of protection status or any other protected category as defined by applicable law. The Village will not tolerate harassment of or by Village employees, including any supervisor, co-worker, temporary employee or independent contractor to the Village. It will also be a violation of Village policy for any employee to retaliate against anyone for making a good faith complaint of harassment or discrimination or for cooperating in a Village investigation of such complaints. Violation of this policy shall be considered grounds for disciplinary action up to and including discharge.

This policy applies to:

- All Village employees (regular, part-time, salaried, temporary, etc.) and independent contractors involved in harassment or discrimination situations

Such harassment, discrimination or retaliation violates the Village of Bartlett's Policy:

- Regardless of whether it is committed by an employee, contractor, vendor, agent, or other third party
- Regardless of the sex, race, or other characteristics of the person responsible
- Regardless of whether the harassment, discrimination or retaliation violates or does not violate federal, state or local law

DEFINITION OF SEXUAL HARASSMENT

“Sexual harassment” consists of unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature when made by any employee to another employee where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person’s employment;

2. Submission to or rejection of such conduct is used as the basis for any employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment, as defined above, may include, but is not limited to:

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, leers, gestures, teasing, sexually explicit or obscene jokes, remarks or questions of a sexual nature;
2. Graphic or suggestive comments about an individual's dress or body;
3. Displaying sexually explicit objects, photographs or drawings;
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body; or
5. Suggesting or demanding sexual involvement of another employee whether or not such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns.

"Harassment based upon other protected classes" consists of inappropriate conduct in the workplace, based upon an individual's race, color, religion, sex, national origin, age, mental or physical disability, ancestry, sexual orientation, veteran status, military status, marital status or any other protected category as defined by applicable law that has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

The conduct forbidden by this policy specifically includes, but is not limited to: (a) epithets, slurs, negative, stereotyping, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person or persons because of their protected status.

Remember, what is acceptable, amusing, or inoffensive to some may be unwelcome, abusive, or offensive to others.

PROHIBITION AGAINST RETALIATION

The Village of Bartlett prohibits retaliatory actions against an employee that are motivated by the fact that the employee has made a good-faith complaint of harassment; has assisted or cooperated in an investigation of a complaint by someone else, whether internally or with an external agency; has filed a charge of

discrimination or harassment; or otherwise has provided information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Any employee who feels he or she has been retaliated against should immediately notify any individual identified in the complaint procedure below.

This Policy protects any employee who makes a complaint of harassment honestly believing that her or his complaint is justified, even if the Village should ultimately find that complaint unfounded.^[LRC2]

Retaliation in violation of this Policy is treated equally seriously as harassment, and will result in discipline up to and including termination of employment.

RESPONSIBILITY OF EMPLOYEES

Responsibilities of All Employees

Whether you are a manager, a supervisor, or a non-supervisory employee, you have the responsibility to make this Policy work by taking the following actions:

- If you believe you are the target of or witness harassment, discrimination or retaliation, to the extent you feel comfortable doing so, *tell the person to stop*
- *Immediately report any violation of this Policy* pursuant to the Complaint Procedure (see below)
- Cooperate with any investigation of a harassment or discrimination complaint, whether brought by you or by someone else, by providing factual information to the Village's investigating personnel
- If other employees tell you they find your behavior or conversation unwelcome or offensive and ask you to stop, honor their request immediately, even if you feel they are being oversensitive

Special Responsibilities of Managers and Supervisors

If you are a manager or supervisor, the Village expects you to:

- Set an example by refraining from any activity of harassment, discrimination or retaliation

- Discuss this Policy with all employees under your supervision
- Monitor your work area for indications of any type of harassment, discrimination or retaliation
- Immediately report any incident of harassment, discrimination or retaliation that you witness or become aware of to the Human Resources Manager
- Immediately intervene to stop harassment, discrimination, retaliation, or conduct that could be interpreted as such. (For example, a member of the public engaging in harassment towards an employee should be asked to leave.)
- Warn employees who appear to be engaging in such behavior that it must stop immediately, regardless of whether or not an employee has complained
- Report *all* complaints or witnessed occurrences of harassment, discrimination or retaliation to the Human Resources Manager promptly, regardless of your opinion of whether the complaint is well-founded. A supervisor's failure to report conduct inconsistent with this policy that the Supervisor is aware of may constitute a violation of this policy.
- After reporting the incident or complaint to the Human Resources Manager, cooperate with Human Resources to assure that the problem does not recur or that retaliation does not ensue.

COMPLAINT PROCEDURE

The Village of Bartlett has implemented a Complaint Procedure designed to encourage any employee (whether regular, part-time, salaried, temporary, etc.) to report any instance of harassment, discrimination or retaliation that violates this Policy.

If you believe you are being harassed, discriminated or retaliated against in violation of this Policy, or if you observe someone else being subjected to such conduct, *report this conduct immediately to management.*

Who to Complain to

You may report such a violation to any of the following:

- To your supervisor or manager or department head; or
- To the Human Resources Director; or
- To the Village Administrator; or
- To the Village Attorney (Bryan Mraz at 630-529-2541).

How Complaints Are Investigated

Once an alleged violation of this Policy is reported to management, the Human Resources Director or his/her designee will promptly begin an investigation. The investigation will be timely and thorough. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. When it is concluded, the Village will take such action as it deems justified by the facts. See below under "Penalties for Harassment/Retaliation/Misconduct."

It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

Confidentiality

All complaints of harassment, discrimination or retaliation filed through the Village's Complaint Procedure will be handled as confidentially as possible. The fact that a complaint has been filed will be made known only to those persons who need to be made aware of the complaint, such as the employee's supervisor, the alleged wrongdoer, and witnesses who must be interviewed in connection with the investigation. All persons thus contacted during the investigation will be reminded that the investigation should remain confidential. They will be further warned that retaliation against the person making the complaint or anyone participating in the investigation is strictly forbidden.

Penalties for Harassment or Retaliation

If the investigation finds that an employee has engaged in conduct that violates this Policy, penalties will depend on the nature of the offense. Any and all breaches of this Policy are considered serious. Appropriate discipline will be imposed, up to and including termination of employment. In investigating complaints under this Policy, the Village may impose discipline for inappropriate conduct without regard to whether the conduct constitutes a violation of federal, state or local law.

In some circumstances, discipline may be imposed even if the conduct does not rise

to the level of violating this Policy, where the conduct is found to be intimidating, hostile or offensive.

YOUR RIGHT TO COMPLAIN TO GOVERNMENT AGENCIES

Employees are encouraged to use the above Complaint Procedure to report and resolve their complaints of harassment or retaliation. The filing of a complaint under the procedures described above shall not limit, extend, replace or delay the right of any person to file a similar complaint or charge with any appropriate local, State, or federal agency or court. These include:

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL 60601
(312) 814-6200

United States Equal Employment Opportunity Commission
Chicago District Office
500 W. Madison Street, Suite 2800
Chicago, IL 60661
(312) 353-2713

DISSEMINATION

The Village shall take reasonable measures to assure that employees are informed of this policy and procedure by inclusion in the Personnel Policy Manual and by posting. A copy is also available in the Human Resources Office.

ACKNOWLEDGMENT OF RECEIPT

I have read and understand the Village of Bartlett's Anti-Harassment and Anti-Discrimination Policy.

Employee Name (please print)

Employee Signature

Date

This acknowledgment will be placed in every employee's personnel file. Failure or refusal to sign does not relieve any employee of his or her responsibilities under this Policy.

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 12/5/2017
Re: NSSEO Open Burn Permit Request

The Northwest Suburban Special Education Organization (NSSEO) is requesting approval to conduct a burn at the Sunrise Lake Outdoor Education Center at 7N 749 Route 59. The burn will occur on a 300' x 60' prairie plot, which has been burned annually as an educational opportunity for the special education students they serve, as well as for ecological management purposes. Weather permitting, the open burn is scheduled to take place on a single day between March 20, 2018 and April 10, 2018. In addition, the petitioner is requesting to burn selected sections from their four acres of wooded property over the course of 20 days prior to September 19, 2018.

The NSSEO has already secured a permit from the IEPA which covers open burning through September 19, 2018. In addition, they have secured a permit from the Bartlett Fire Protection District and their Certificate of Liability Insurance has been reviewed and approved by the Village attorney and is attached for your review. Three site maps are also attached which identify the Sunrise Lake Outdoor Education Center and the prairie plot subject to the burning.

Motion

I move to approve the open burn permit request from the NSSEO to conduct an open burn at the Sunrise Lake Outdoor Education Center.

November 28, 2017

Scott Skrycki
RE: Village of Bartlett Burn Permit

Dear Mr. Skrycki:

I am writing in regards to plans for controlled burns to take place Sunrise Lake. Sunrise Lake Outdoor Education Center located at 7N 749 Route 59. Sunrise Lake has a 300'x60' prairie plot which has been burned annually as an educational opportunity for the special education students we serve and for ecological management of the plot. The prairie plot is adjacent to a gravel driveway, and is located seventy feet from the nearest building. The prairie includes bluestem, golden rod, black-eyed Susan, Indian grass and heath aster.

In addition to managing our prairie plot, Sunrise Lake has begun controlled burns taking place in smaller sections of our wooded area as a means of eliminating invasive species and promoting healthier soil for native plants. In the past we have kept two separate permits on file; presently Sunrise Lake has a single permit from the Illinois Environmental Protection Agency granting approval of all controlled burns taking place through September 19th 2018. Assuming our paperwork is in order, and if the weather permits, we plan on taking one day between March 20th and April 10th to burn the prairie plot, and burning selected sections from four acres of wooded property over the course of twenty days prior to September 19th.

As part of our procedure we notify and receive an additional permit from the Bartlett Fire Department. The following includes a copy of the EPA permit, three maps of our grounds indicating the location of the prairie plot and wooded areas to be burned, an insurance form from our school district, and the permit from the Bartlett Fire Department. Please feel free to contact me with any questions, comments or concerns at the phone number or e-mail address listed below.

Thank you for your consideration in this matter.



David Jefferson
Outdoor Education Teacher
630-830-0146
djeffers@nsseo.org

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 17-008

Date Issued: November 16, 2017 Expires: November 16, 2018

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [] Bon Fire [] Other [X] Controlled Burn

Owner: Northwest Suburban Special Education Organization (NSSEO)
Address: 799 W. Kensington Rd.
City: Mt. Prospect, Illinois 60056

Applicant: Northwest Suburban Special Education Organization (NSSEO)
Address: 7N749 Route 59
City: Bartlett, Illinois 60103

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code and Local Ordinances.

Notification of controlled burns shall be done on the day of the activity to the Fire District at 630-837-3701, Bartlett Police Department at 630-837-0846, and also DuComm (our dispatch center) at 630-690-8245 . The following requirements shall be adhered to when conducting a controlled burn:

- The location for open burning shall not be less than 50 feet from any structure and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.
The fire shall be constantly attended until the fire is extinguished.
A minimum of one portable fire extinguisher, or other means of fire extinguishment, shall be available for immediate utilization.

Approved By: [Signature] Michael Heimbecker
Fire Marshal

Applicant Copy



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

217/782-2113

OPEN BURNING PERMIT

PERMITTEE

Sunrise Lake Outdoor Education Center
Attn: David Jefferson
7N 749 Illinois Route 59
Bartlett Illinois, 60103

Application Number: B1709039 I.D. Number: 031412
Date Issued: September 19, 2017 Date Received: September 11, 2017
Date Open Burning May Begin: One Day from Date Issued
Date Open Burning Must Cease: One Year from Date Issued
Open Burning of: Prairie/Woodland for Ecological Management
Location: 7N749 Illinois Route 59, Bartlett
County: Cook

Permit is hereby granted to open burn the above-referenced material, subject to the standard conditions attached hereto and the following special conditions:

1. Issuance of this permit shall not exempt this open burning from applicable local restrictions.
2. Section 9(a) of the Environmental Protection Act is applicable to open burning, i.e., persons affected by such open burning may lodge complaints with the Environmental Protection Agency if the burning is injurious to human, plant, or animal life, to health, or to property, or unreasonably interferes with the enjoyment of life or property.
3. Burning shall take place only when wind is blowing away from roadways, residences, railroad tracks and populated areas.
4. Prior to each scheduled burn the Permittee shall notify residences and businesses that may be affected, of the intended open burning activity.
5. The Permittee shall notify and receive prior approval from the local fire protection district at least 24 hours prior to the actual burn.
6. Open burning is prohibited on "Orange AQI or Worse" or "Air Pollution" alert days. Information regarding alert status may be obtained by calling:

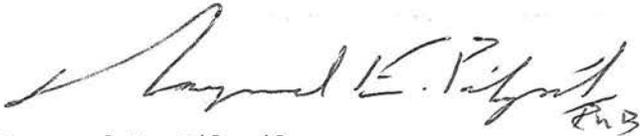
Page 2

For Cook County - 312-744-4365
For Lake, McHenry, Kane, DuPage and Will Counties - 708-865-6320
For Monroe, St. Clair, and Madison Counties - 314-645-5505
between May - September

Or

Check <http://www.epa.state.il.us/air/aqi/index.html> for the AQI website.

If you have any questions on this permit, please call Floyd McKinney at the above number.

A handwritten signature in black ink, appearing to read "Raymond E. Pilapil" with a stylized flourish at the end.

Raymond E. Pilapil
Manager, Permit Section
Division of Air Pollution Control

REP:FEM:jlp

cc: Region 1

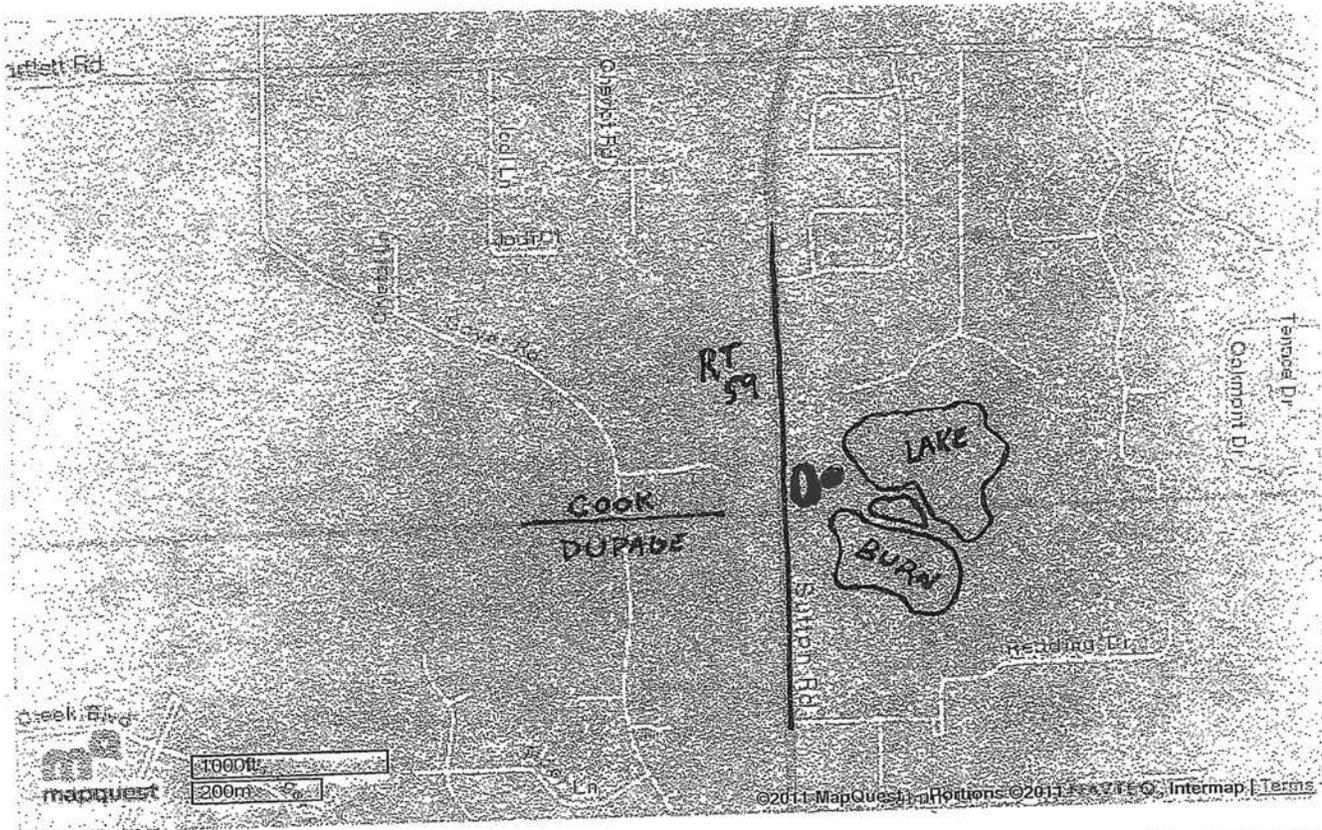


Map of:

Il Route 59 & W Stearns Rd
Bartlett, IL 60103

Notes

Sunrise Lake is a non-residential site and is located on the Cook & DuPage County border as indicated by the "dot".

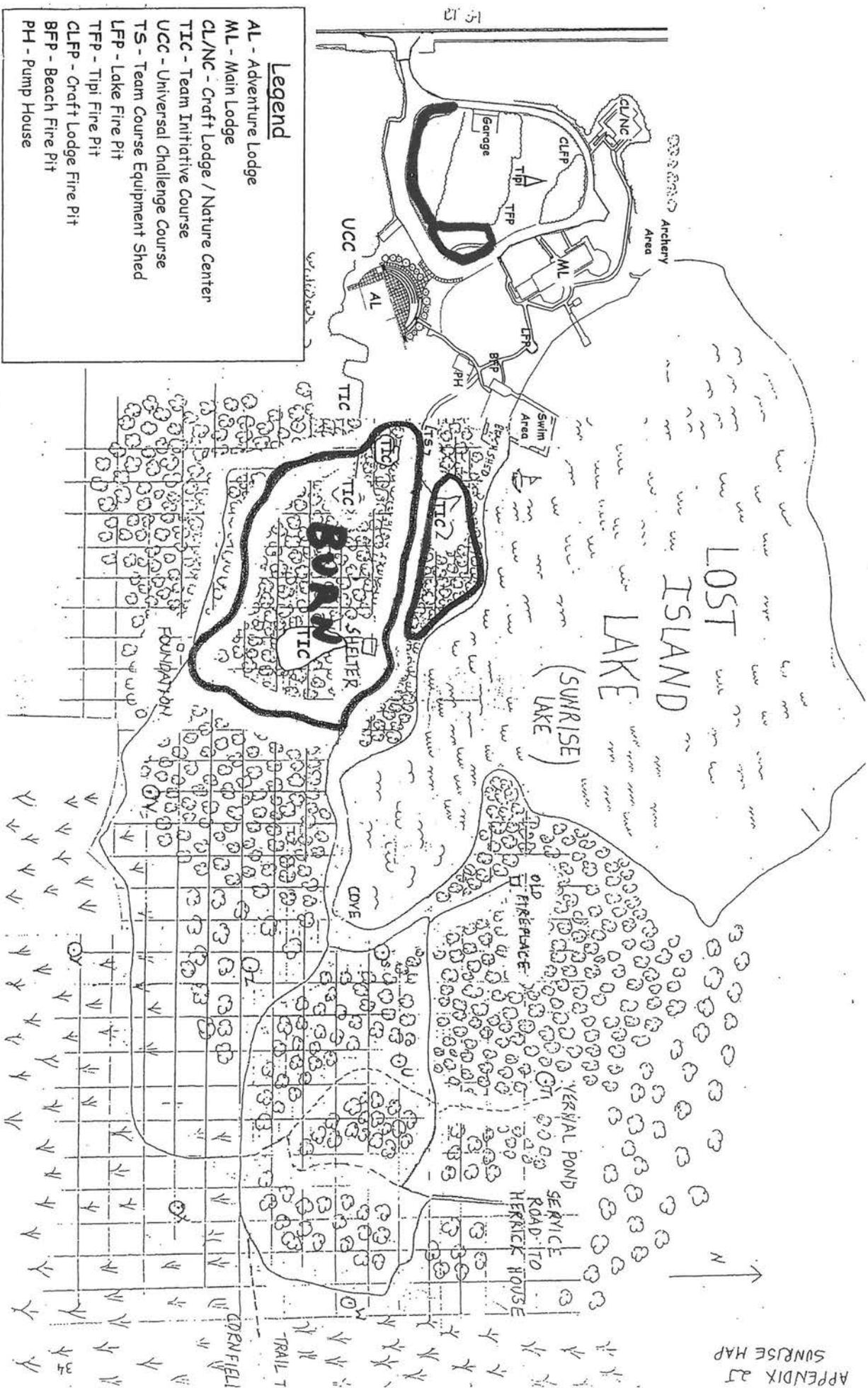


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50% Off Seasonal Furnace Maintenance from Air-Smart (\$44.50 for \$8... on Glen Ellyn Patch

Get the Deal!



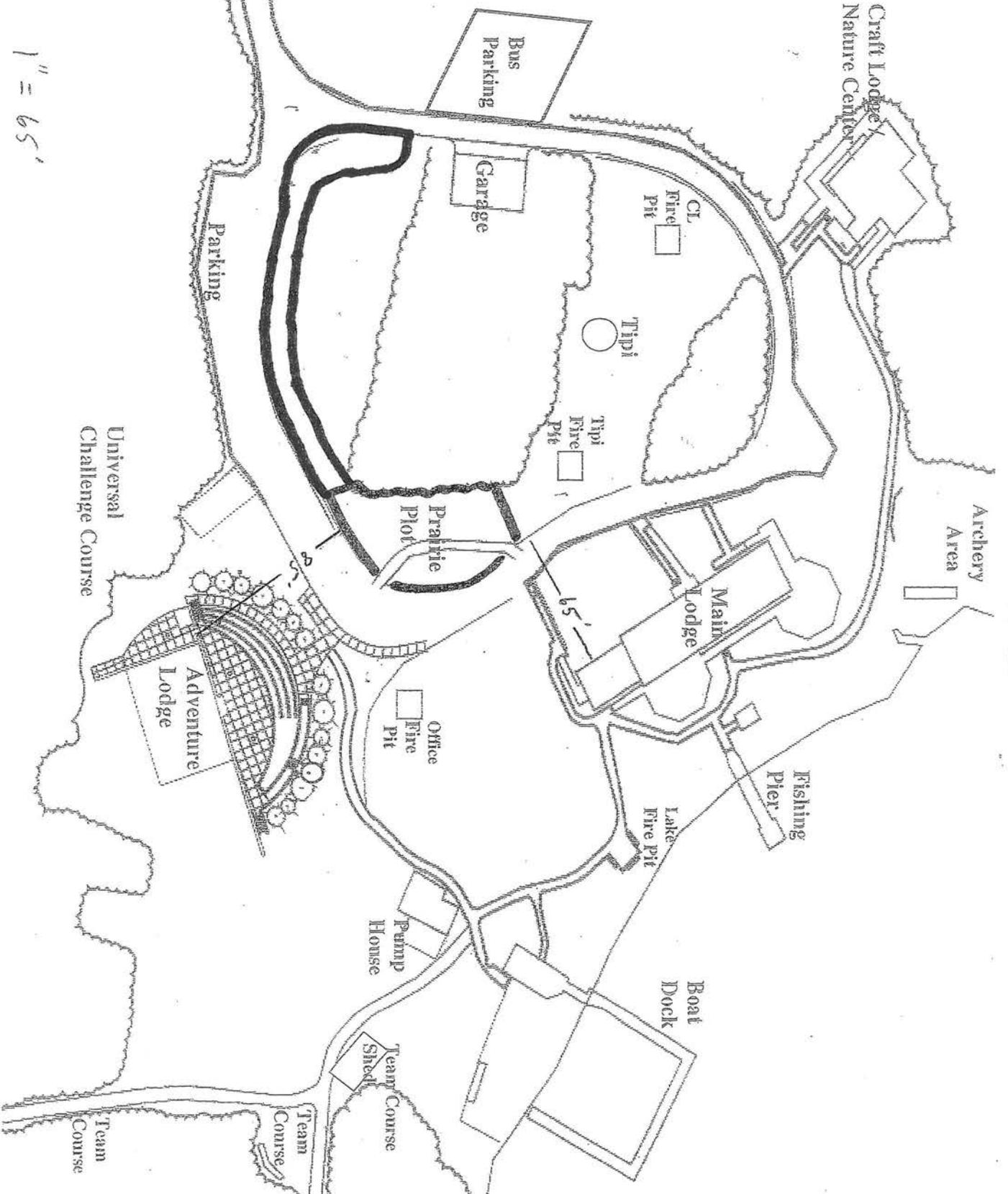
Legend

- AL - Adventure Lodge
- ML - Main Lodge
- CL/NC - Craft Lodge / Nature Center
- TIC - Team Initiative Course
- UCC - Universal Challenge Course
- TS - Team Course Equipment Shed
- LFP - Lake Fire Pit
- TFF - Tipi Fire Pit
- CLFP - Craft Lodge Fire Pit
- BFP - Beach Fire Pit
- PH - Pump House

BURN AREA w/ BOLD OUTLINES

Sunrise Lake Outdoor Education Center

Route 59



1" = 65'

POLICE DEPARTMENT MEMORANDUM
17-87

DATE: December 8, 2017

TO: Paula Schumacher, Village Administrator

FROM: Patrick B. Ullrich, Chief of Police 

RE: Approval Of The Standard Form Of Agreement Between The Village Of Bartlett And Interior Investments, LLC For Furniture, Furnishings And Equipment

On November 15, 2017, the Village of Bartlett announced it would be accepting sealed lump sum bids from furniture contractors for furniture, furnishings and equipment for the new police facility work. The deadline to submit sealed bids was Tuesday, December 5, 2017 at 3:00 p.m. A public bid opening was held in the Village Hall Council Chambers on December 5, 2017 at 3:00 p.m. Administrative Cashier, Diane Czerwinski, and Brittany O'Connor from Williams Architects publicly opened and announced each qualifying bid. A total of three (3) bids were received ranging from \$454,971.15 to \$510,419.14. Interior Investments, LLC submitted the low bid of \$454,971.15 for this project.

Williams Architects and the Police Department tallied the bids, completed a bid tabulation, and ensured Interior Investments, LLC provided the 10% bid bond and acknowledged the three (3) addenda to the furniture, furnishings and equipment bid package. Williams Architects submitted a recommendation letter to award Interior Investments, LLC the furniture, furnishings and equipment bid package for the new police facility work.

A total of \$516,770.00 was included in the master budget for furniture, furnishings, and equipment. After the bid is awarded, \$61,798.85 will be remaining in the furniture, furnishings and equipment budget that will be used to purchase necessary furnishings and equipment not included in the bid package.

I am requesting that the Village Board pass the corresponding Resolution.

MOTION: I move to award the furniture, furnishings and equipment bid for the new police station to the lowest qualified bidder meeting specifications Interior Investments, LLC of Lincolnshire, Illinois for the contract sum of \$454,971.15 and approve of Resolution 2017-___, A RESOLUTION APPROVING THE STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND INTERIOR INVESTMENTS, LLC FOR FURNITURE, FURNISHINGS AND EQUIPMENT, as presented.

PBU/hma

RESOLUTION 2017 - _____

A RESOLUTION AWARDDING CONTRACT AND APPROVING THE STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND INTERIOR INVESTMENTS, LLC FOR FURNITURE, FURNISHINGS AND EQUIPMENT FOR THE NEW BARTLETT POLICE FACILITY

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 bid for the Furniture, Furnishings and Equipment for the new Bartlett Police Facility from Interior Investments, LLC in the amount of \$454,971.15 is hereby accepted, and the contract for said furniture is hereby awarded to said contractor/vendor, being the lowest responsible and responsive bidder meeting specifications.

SECTION TWO: The Standard Form of Agreement (AIA Document A151-2007) Between the Village of Bartlett ("Owner") and Interior Investments, LLC ("Vendor"), in form attached hereto as Exhibit A, is hereby approved, and the Village President is hereby authorized and directed to sign said Agreement on behalf of the Village.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2017

APPROVED: December 19, 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 December 19, 2017, and approved on December 19, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



AIA[®] Document A151[™] – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the 13th day of November in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Vendor:
(Name, legal status, address and other information)

Interior Investments, LLC
550 Bond Street
Lincolnshire, IL 60069

for the following Project:
(Name, location and detailed description)

New Police Facility
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

The Architect:
(Name, legal status, address and other information)

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 MISCELLANEOUS PROVISIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Phase I: 05/2018
Phase II: 11/2018

§ 2.2 The Vendor shall complete the Work not later than the following date:

(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work

Substantial Completion date

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Four Hundred Fifty Four Thousand, Nine Hundred Seventy One Dollars and Fifteen Cents (\$ 454,971.15), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

As noted in Bid Package #01 – Systems Furniture

Section	Title	Pages
---------	-------	-------

§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

001: 11/27
002: 11/28
003: 11/29

Number	Date	Pages
--------	------	-------

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

Init.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

Type of insurance

Limit of liability (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

VENDOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

AIA[®] Document A251[™] – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

New Police Facility
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

THE OWNER:

(Name, legal status, address and other information)

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

THE ARCHITECT:

(Name, legal status, address and other information)

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 VENDOR
- 4 TITLE AND RISK OF LOSS
- 5 DELIVERY AND INSTALLATION
- 6 ACCEPTANCE
- 7 WARRANTIES
- 8 PAYMENT
- 9 ARCHITECT
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 11 TIME
- 12 PROTECTION OF PERSONS AND PROPERTY

Init.

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User Notes: (3B9ADA25)

13 INSURANCE

14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 Modification. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 The Contract. The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 The Work. The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 The Project. The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

Init.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

§ 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate

in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

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§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall

assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, 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. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

7 December 2017

Mr. Geoffrey Pretkelis
Bartlett Police Department
228 S. Main Street
Bartlett, IL 60163

RE: Village of Bartlett
New Police Facility Furniture –
Recommendation of Award – Furniture
WA Project # 2015-047

Dear Geoffrey:

Williams Architects administered a bid opening for the Furniture Bid Package #01 for the Village of Bartlett Police Facility Furniture at 3:00 PM on Tuesday December 5, 2017. The results of the bids are attached.

We received a total of three bids for the Bid Package #01 – New Police Facility Furniture. The apparent low bidder for the Bid Package is Interior Investments, LLC with a bid in the amount of \$454,971.15.

We have reviewed all of the bid and proposal received and find the scope of the overall proposals to be complete and in conformance with the bid documents and discussions we have held with staff to date. As part of the ordering process, we will have the opportunity to review detailed submittals for each of these items with the Police Department prior to fabrication; this process will allow for any minor required adjustments to take place.

We are pleased to report that the total amount of the furniture bid and proposal received is \$454,971.15, which is within the \$516,770 budget for furniture for the project. We have worked with this company noted within this Recommendation of Award in the past and find no reason why they should not be considered for this project. We therefore recommend the following actions to the Board of Trustees:

- ***To award Bid Package #01 – New Police Facility Furniture to Interior Investments, LLC in the amount of four hundred and fifty four thousand and nine hundred and seventy one dollars and fifteen cents (\$454,971.15)***

Please advise us of any questions or concerns regarding this matter. We appreciate the opportunity be of continued service to the Village of Bartlett Police Facility and look forward to completing a wonderful project together.

Cordially,



Brittany O'Connor
Interior Design



xc: Scott Lange, Williams Architects
Carrie Kotera, Williams Interiors
File

Attachment:

- 1) Bid Tabulation Form, Bid Packages #01
- 2) AIA Document 251-2007
- 3) AIA Document A151-2007

Village of Bartlett
 New Police Facility Furniture
 Bid Opening Tally
 December 5, 2017

Item No.	Company	BASE BID	Addenda 11/27/17	Addenda 11/28/17	Addenda 11/29/17	Bid Bond	Performance Payment Bond	Freight	Grand Total
1	Interior Investments, LLC 550 Bond Street Lincolnshire, IL 60069 BOS	\$448,055.64	XXX	XXX	XXX	XXX	\$4,505.00	\$2,410.51	\$454,971.15
2	501 S. Gary Avenue Roselle, IL 60172 Kayhan	\$506,090.31	XXX	XXX	XXX	XXX	\$3,380.00	\$948.83	\$510,419.14
3	1475 E. Woodfield Road Schaumburg, IL 60173	\$471,000.00	XXX	XXX	XXX	XXX *	\$4,000.00	\$2,000.00	\$477,000.00

*Kayhan submitted a check in the amount of the \$48,000 in lieu of a bid bond issued by a surety.



Agenda Item Executive Summary

Item Name An Ordinance Authorizing The Sale Of Personal Property Owned By The Village Of Bartlett On eBAY Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
The attached proposed ordinance is for the Police Department to utilize the eBay.com online auction site to sell one used Bartlett Hills Golf Course vehicle and two used Police Department vehicles that are no longer of use to the Village.			
ATTACHMENTS (PLEASE LIST)			
Police Department Memo Ordinance			

ACTION REQUESTED

- Ordinance
- Motion

MOTION: I move to approve Ordinance 2017-____, AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF BARTLETT ON eBAY.



Staff: Patrick Ullrich, Chief of Police Date: December 8, 2017
Geoffrey Pretkelis, Deputy Chief of Police

POLICE DEPARTMENT MEMORANDUM
17-88

DATE: December 8, 2017

TO: Paula Schumacher, Acting Village Administrator

FROM: Patrick Ullrich, Chief of Police 

RE: Authorization to Sell Personal Property Owned by the Village of Bartlett on eBAY

The Police Department would like to continue utilizing the eBAY online auction site to sell used vehicles. We have been selling our used vehicles on the eBAY online auction site since 2007.

We have identified one Bartlett Hills Golf Course vehicle and two police vehicles that are no longer of use to the Village. We are requesting authorization to sell them on the eBAY online auction site.

The property to be sold includes: one 2008 Ford F-150 pickup truck, one 2014 Ford Explorer utility and one 2015 Ford Explorer utility.

This property can be sold at public auction, subject to the Village Board's approval of the attached Ordinance. I am therefore requesting the ordinance authorizing the sale of this property to be placed on the agenda for the December 19, 2017 meeting of the Village President and Board of Trustees.

Motion: I Move To Approve Ordinance 2017-___, AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF BARTLETT ON eBAY.

PBU/hma

ORDINANCE 2017 – _____

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT ON eBAY**

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the “Village”) desires to sell “no longer necessary or useful to or for the best interest of” the Village, and that conveyance of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, staff has recommended that the corporate authorities authorize the sale of the vehicles and personal property described on Exhibit A, a copy of which is attached hereto and incorporated herein, on the eBay.com online auction site (the “eBay Vehicles”) to the respective highest bidders bidding on the purchase of the eBay Vehicles at not less than the respective minimum bid amounts set forth on Exhibit A (the “Minimum Bid Amounts”);

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: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the “Board”) finds and declares that the eBay Vehicles, defined in the recitals herein and listed on Exhibit A, are no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village’s home rule authority, the Board authorizes the Village Administrator, or her designee, Deputy

Chief Geoffrey Pretkelis, to sell the eBay Vehicles through the ebay.com online auction site to the respective highest bidders at not less than the respective Minimum Bid Amounts, and contingent upon said bidders agreeing to the terms and conditions of the Village's Online Sale – Terms and Conditions, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Seller's Agreement"), unless the bidder's acceptance of said terms and conditions of the Seller's Agreement is waived in writing by the Village Attorney.

SECTION THREE: The Village Clerk is directed to deliver a copy of the Seller's Agreement to eBay.com to be posted on its online auction site.

SECTION FOUR: The Village Administrator is hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the eBay Vehicles as provided herein upon receipt of the proceeds of the sale and confirmation of the successful bidder's acceptance of the terms and conditions of the Seller's Agreement or waiver of that requirement by the Village Attorney, subject to the provisions of Section Two above.

SECTION FIVE: 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 Ordinance.

SECTION SIX: 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided 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 **December 19, 2017**, and approved on **December 19, 2017**, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Year	Make	Model	Vehicle Identification Number	Minimum Bid
2008	Ford	F-150	1FTRX14W88FC33172	\$1,500
2014	Ford	Explorer	1FM5K8AR3EGA75779	\$2,000
2015	Ford	Explorer	1FM5K8ARXFGA56826	\$2,500

EXHIBIT B

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

ONLINE SALES – TERMS AND CONDITIONS

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted by the dates and times specified.

Disclaimer and Indemnification.

THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS (the "Seller") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the personal property being sold by the Village to Buyer (the "Personal Property"). Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale, offer for sale, and/or conveyance of the Personal Property. In no event shall Seller be liable to Buyer or anyone else for any loss of profit, direct, indirect, incidental, collateral, and/or exemplary damages and/or any liability of any kind relative to the sale, offer for sale, and/or conveyance of the Personal Property.

Buyer agrees to purchase the Personal Property, in "AS IS", "WHERE IS" condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Personal Property meets or complies with any applicable safety and/or regulatory standards (examples: ASTM, ANSI, FMVSS). Buyer is solely responsible for determining that the Personal Property is appropriate for any and all particular uses.

Buyer, for himself/herself/itself, and Buyer's heirs, legatees, legal representatives, directors, officers, shareholders, managers, members, employees, successors and assigns, hereby releases the Village of Bartlett, and its officials, officers and employees, from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses resulting from injuries, death, damages and/or losses arising out of, connected with or in any way associated with the condition of or use of the Personal Property.

To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend the Village of Bartlett, its officials, officers and employees from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses arising out of, connected with, or in any other way associated with the condition of and/or use of the Personal Property.

Personal and Property Risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller from liability therefor.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact Geoffrey Pretkelis: 630-837-0846 office, 630-837-0865 fax, or e-mail: gpretkelis@vbartlett.org.

Consideration of Bid. Village of Bartlett reserves the right to reject any and all bids and to withdraw from sale any of the Personal Property listed.

Buyer's Certificate. Successful bidders will receive a notice by email from e-bay (the "Notice").

Payment. Payment in full is due not later than five (5) business days from the time and date of the Notice. Acceptable forms of payment are:

- Cash (U.S. currency)
- Certified Check (Non-cancelable, with Letter of Certified Funds from bank)
- Money Order
- Cashiers Check

Checks shall be made payable to Village of Bartlett. Payments shall be made at the location indicated by the Village.

Removal. All items must be removed within ten (10) business days from the time and date of issuance of the Notice. Purchases will be released only upon receipt of payment as specified above. Successful bidders are responsible for removal of any and all property awarded to them from the place where the property is located as indicated on the website. The Buyer will make all arrangements and perform all work necessary, for removal of the property. Under no circumstances will the Village of Bartlett assume responsibility for delivery. Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays by prior appointment only. Please contact Geoffrey Pretkelis: 630-837-0846 office, 630-837-0865 fax, or e-mail: gpretkelis@vbartlett.org, regarding scheduling payment for and pick up of Personal Property.

Vehicles of Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. The Village of Bartlett will not issue replacement titles.

Default. Default by Buyer shall include (1) failure by Buyer to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. If the Buyer fails in the performance of any obligation hereunder,

as provided herein, Seller may terminate this Agreement and shall be entitled to all rights and remedies as are provided by law and/or equity, including attorney's fees and court costs. Seller reserves the right to reclaim and resell all items not removed by Buyer upon the expiration of the specified removal date.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.



Agenda Item Executive Summary

Item Name Invest in Cook Grant Design Engineering Contract Award Committee or Board Board

BUDGET IMPACT

Amount: 71,556 Budgeted 75,000

List what fund Invest in Cook Grant

EXECUTIVE SUMMARY

The Village applied for and was awarded a Cook County Department of Transportation and Highways (DOTH) Invest in Cook Grant for the **Design Engineering for the Devon Ave/ West Bartlett Rd Drainage Swale and Bike Path Replacement Project** in the amount of \$75,000. The Intergovernmental Agreement (IGA) between Cook County DOTH and the Village was approved by the Village Board on October 3rd and by the Cook County Board on November 15th. The Village is now required to select an engineering firm to begin the project.

Per the requirements of the IGA between the County and the Village, the Village went through a Qualification Based Selection (QBS) for the design engineering. The Request for Qualifications (RFQ) was sent out on October 12th after given approval by DOTH, and was posted on the Village's website shortly thereafter. The engineering firm submissions were due on November 3rd; the Village received nine (9) submissions from interested engineering firms. Staff reviewed the Statements of Qualifications (SOQs); Staff recommended Engineering Resource Associates (ERA) to work on the project, and sent this recommendation along with the SOQs to DOTH for the County's approval per the IGA. DOTH agrees with the Village Staff's recommendation of utilizing ERA for this project. ERA has provided a proposal and scope of work for this project in the amount of \$71,556. (The contract is attached for review). The work will include all necessary steps to properly design the project, and ERA will assist in the reporting requirements to DOTH per the IGA.

Staff recommends **approving** the attached Resolution awarding the Invest in Cook Engineering contract to Engineering Resource Associates (ERA) as the firm to perform the **Design Engineering for the Devon Ave/ West Bartlett Rd Drainage Swale and Bike Path Replacement**.

ATTACHMENTS (PLEASE LIST)

Resolution, Engineering Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: Move To Approve Resolution 2017- _____, A Resolution Approving of the Engineering Services Agreement Between the Village of Bartlett and Engineering Resource Associates, Inc.

Staff: Dan Dinges, Public Works Director

Date: December 11, 2017

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE AGREEMENT FOR
DESIGN ENGINEERING SERVICES BETWEEN THE VILLAGE OF
BARTLETT AND ENGINEERING RESOURCE ASSOCIATES, INC.**

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

SECTION ONE: The Agreement for Design Engineering Services for the Devon Ave. /W. Bartlett Road Drainage Swale and Bike Path Replacement Project dated December 19, 2017, between the Village of Bartlett and Engineering Resource Associates, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to final approval of the terms of the Agreement by the Village Attorney.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2017

APPROVED: December 19, 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 December 19, 2017, and approved on December 19, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Scope of Services

December 7, 2017

Robert Allen, PE
Village Engineer
Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103

**Subject: Agreement for Design Engineering Services for the
Devon Ave./W. Bartlett Road Drainage Swale and Bike Path Replacement Project
Village of Bartlett, Illinois**

Dear Robert:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this agreement for Design Engineering Services for the Devon Ave/W. Bartlett Rd Drainage Swale and Bike Path Replacement Project. This agreement is based upon our Statement of Qualification submitted on November 3, 2017 and in accordance with the request for qualifications, a visit to the project site, the scoping meeting with Village staff and our experience on similar assignments.

Our project team will be led by John Mayer, PE, CFM, serving as Project Manager and will act as the primary contact for the Village of Bartlett. He has over 29 years of professional experience. John has recently served in a similar role on several bike trail projects for the Forest Preserve Districts of DuPage, Will and Kane Counties, Sycamore Park District, Plainfield Park District, Naperville Park District, DuPage County Division of Transportation and the City of West Chicago and Warrenville. The project team who would be assigned to this project has also served the same role in other recent projects. Additionally, ERA has gone on to provide Phase III engineering services for these projects. Therefore, the Village of Bartlett can benefit from the knowledge, experience, and foresight our team has gained on these projects to ensure that the project conforms to the funding requirements and maintains the anticipated schedule and project budget.

Project Understanding

The bike path at Devon Avenue & West Bartlett Road is part of a large trail network that extends throughout the Village. Drainage from stormwater off West Bartlett Road onto the path and swale between the road and Village Church appears to be causing flooding issues. Stormwater drains through two curb cuts along West Bartlett Road, over the path and into a drainage swale south of the path. Water appears to pond on the path and in the swale south of the path for extended periods. Numerous utilities are located south of the path and are often in standing water. Drainage over the bike path and ponding on the bike path has caused severe damage to the path.



ENGINEERING
RESOURCE ASSOCIATES

Scope of Services

Drainage from the railroad ditch north of West Bartlett Road also drains to the south under the roadway. Water ponds at the outlet prior to flowing south through a swale east of the Village Church's parking lot. The capacity of the swale may have been reduced over time through sedimentation. Limited overall capacity as well as low flow nuisance drainage appears to exist in the swale. Standing water throughout the project alignment is cause for concern in regard to creating an environment for nuisance mosquitos, weakening soil integrity, limiting maintenance operations and creating an unpleasant aesthetic view from the road or bike path.

Floodplain and floodway are not present in this area per FIRM panel #17031C0305J dated August 19, 2008. Wetland conditions appear to be associated with the Railroad Ditch and Waters of the U.S. appear to be associated with the drainage swale on the Village Church of Bartlett's property. Therefore, permitting from the USACE, North Cook SWCD and MWRD will likely be required.

The elevation of the trail is significantly lower than the height of the adjacent roadway along most of the route which is undesirable for bike users. The path is rather narrow and does not comply with a standard 10-foot wide bike trail. Sanitary, water and private utilities were observed near the trail path alignment. The fire hydrant location appears to make access difficult for emergency vehicles.

Work Plan

We have provided a work plan that outlines the anticipated tasks necessary to prepare the Devon Ave/W. Bartlett Road Drainage Swale and Bike Path Replacement project for the Village of Bartlett and in accordance with the Invest In Cook program requirements. Our work will conform to the Intergovernmental Agreement for Connecting Cook County, the AASHTO Guide for Development of Bicycle Facilities, MUTCD/ILMUTCD, Public Rights-of-Way Accessibility Guidelines (PROWAG) and the Village of Bartlett local design requirements.

The work plan was prepared in accordance with the Project Description and Scope of Work outlined in the Request for Qualifications for Civil Engineering Professional Services (Design Engineering) for the Devon Ave/W. Bartlett Road Drainage Swale and Bike Path Replacement Project.

1. Meetings/Coordination – This task includes the following anticipated meetings:
 - a. Project kick-off meeting with Village staff
 - b. Meeting with Village staff to review progress and discuss relevant issues
 - c. ERA will prepare for and attend an open house public meeting
 - d. ERA will provide monthly status reports to the Village.
 - e. In accordance with the Invest in Cook Program, ERA will provide a status update and report once the design engineering is at 60% completion, with an estimated time table for full completion. ERA will also provide an updated report once the design engineering is 100% complete.
 - f. Project coordination with stakeholders, permitting agencies, utility companies, etc.

2. Data Gathering – This task includes obtaining or verifying already obtained information related to the project through the Preliminary Design Report or various listed outlets. Anticipate data includes:



ENGINEERING
RESOURCE ASSOCIATES

Scope of Services

- a. County GIS contour maps and aerial mapping
 - b. Tax Parcel mapping
 - c. Public and private utility atlas information
 - d. Archaeological Survey data
 - e. FEMA Flood study information relevant to this area
3. Wetland Delineation Report – The wetland determination performed for the project will review the areas described as the project limits in addition to 100 feet beyond the project limits. If present, wetland areas will be staked by pin flag and/or marking tape labeled “wetland”. If wetlands are found to exist within or near the project area, a wetland delineation will be required. Under this circumstance, the wetland delineation task will include preparation of a delineation report containing:
- a. Army Corps of Engineers (ACOE) data forms;
 - b. Documentation of verification of threatened and endangered species consultation with appropriate federal and state agencies (EcoCAT consultation fee are excluded);
 - c. Documentation of verification of wetland boundary through consultation with MWRD or Village’s Wetland Representative;
 - d. Aerial map exhibit of site showing locations of data sampling points and wetland boundaries;
 - e. Floristic Quality Assessment; and
 - f. Identification of off-site wetlands within 100’ of the project.
4. Topographic Survey and Base Plans – A topographic survey and base plans of existing conditions will be completed along the south side of West Bartlett Road from Devon Avenue east along the Bartlett Village Church property and extending to include 100 feet past the start of the recently installed bike path. The drainage swale extending south of West Bartlett Road within the Village Church property will be surveyed. The following work is included in this task:
- a. Topographic survey of observable features providing horizontal and vertical location throughout the project limits;
 - b. Utility information will be shown as located in the field and provided by a design JULIE;
 - c. Identify and dimension found property irons or right-of-way markers; and
 - d. Reference tax map property dimensions and parcel owner information.
5. Drainage Analysis and Design Drainage Improvements - ERA will analyze the drainage system in the study area and design drainage improvements consistent with best practices. The drainage analysis should focus on the South side of West Bartlett Road in the vicinity of the Village Church extending from Devon Avenue to the newly installed bike path on the eastern side.
6. Preliminary Plans (60%) – This task includes the preparation and submittal of preliminary plans showing the general scope and extent of proposed improvements. These plans will be distributed to Village staff, permitting agency staff and private utilities for review and initial comments. Preliminary plans will include the following sheets:
- a. Cover sheet and location map
 - b. Existing and proposed typical sections



ENGINEERING
RESOURCE ASSOCIATES

Scope of Services

- c. Preliminary plan and profile sheets
 - d. Preliminary drainage and utility sheets
 - e. Preliminary grading plan
 - f. Preliminary cross sections
 - g. Design Development material and detail information
7. Engineer's Opinion of Probable Construction Cost (EOPCC) - An engineer's opinion of probable construction cost (EOPCC) will be prepared for the proposed improvements. EOPCC's will be prepared during critical submittal phases of the project. An updated EOPCC will be prepared at the 60%, 90% and Final completion phase.
8. Pre-final Contract Documents (90%) - Upon receipt of preliminary plan review comments, we will prepare a complete set of pre-final contract plans, specifications and a construction cost opinion for the project. The contract documents will be prepared in IDOT standard format and IDOT coded pay items will be used. Plans for the proposed improvements will include the following sheets:
- a. Cover Sheet and Location Map
 - b. General Notes
 - c. Schedules of Quantities
 - d. Existing and Proposed Typical Sections
 - e. Geometric layout, Alignments and Ties
 - f. Plan and Profile Sheets
 - g. Drainage and Utility Sheets
 - h. Pavement Marking and Signage Plans
 - i. Stormwater Pollution Prevention Plan
 - j. Planting Plans and Details
 - k. Cross Sections
 - l. Construction Details
- Specifications will be prepared in IDOT standard format. The specifications will reference IDOT Standard Specifications and special provision check sheets. Bid documents and unit price bid item quantities will be included. Contract documents will conform to the standard IDOT format and will include bid forms, instructions to bidders, contract forms, bonding and insurance requirements.
9. Final Contract Documents (100%) - Upon receipt of review comments on the pre-final documents, plans, specifications and the cost opinion will be reviewed and revised. We will submit final responses to comments and prepare final contract documents.
10. Permit Application Assistance - We will coordinate closely with regulatory agencies and stakeholders, prepare permit applications, respond to comments and coordinate final issuance for the project permits. Permit review fees and agency consultation fees are excluded from this contract. It is anticipated that permits will be required from the following agencies:
- US Army Corp of Engineers (USACE)
 - Illinois Historic Preservation Agency (required if USACE permit is needed)
 - IDNR EcoCAT Threatened or Endangered Species Consultation



ENGINEERING
RESOURCE ASSOCIATES

Scope of Services

- North Cook SWCD
 - MWRD
 - Village of Bartlett – Site Development Permit
11. Geotechnical/Sampling Services – The task includes the work to acquire soil borings and perform testing and analysis in accordance with IDOT standard procedures using a qualified geotechnical sub-consultant approved by the Village of Bartlett. A budget amount is included in the Schedule of fees. Once the scope of the trail and drainage area is further defined ERA will solicit proposals for these services. The findings and recommendations of the soil boring work will be provided in a Geotechnical Report and will be utilized for final design and bidding purposes. Additionally, since excavation and material haul off is anticipated the appropriate testing may be beneficial for the Clean Construction Demolition and Debris (CCDD) requirements. A similar process of selecting a qualified firm to provide testing services is proposed.
12. Bidding Assistance – ERA will provide the Village with final contract documents in electronic format for distribution and use by the Village for bidding purposes. ERA will respond to bidder questions, as required during the bid phase. We will also review bid information and provide the Village with recommendations upon request.
13. QA/QC – For deliverables produced for this project and during intermittent internal completion phases, project management senior level staff will perform peer reviews of the engineering work. Comments will be addressed and followed up for supplemental review. Additionally, other QA/QC tasks that include communication, file storage procedures and documentation will be performed according to ERA's QA/QC procedures.

Schedule of Work

The work described above will be performed according to the attached schedule. ERA has the qualified staff and resources available to fully staff the project for the duration to meet the project schedule.

Fee Summary

The work will be performed according to the outlined scope of work for a not-to-exceed amount of \$71,556 based upon the detailed hours and fees summary provided below.

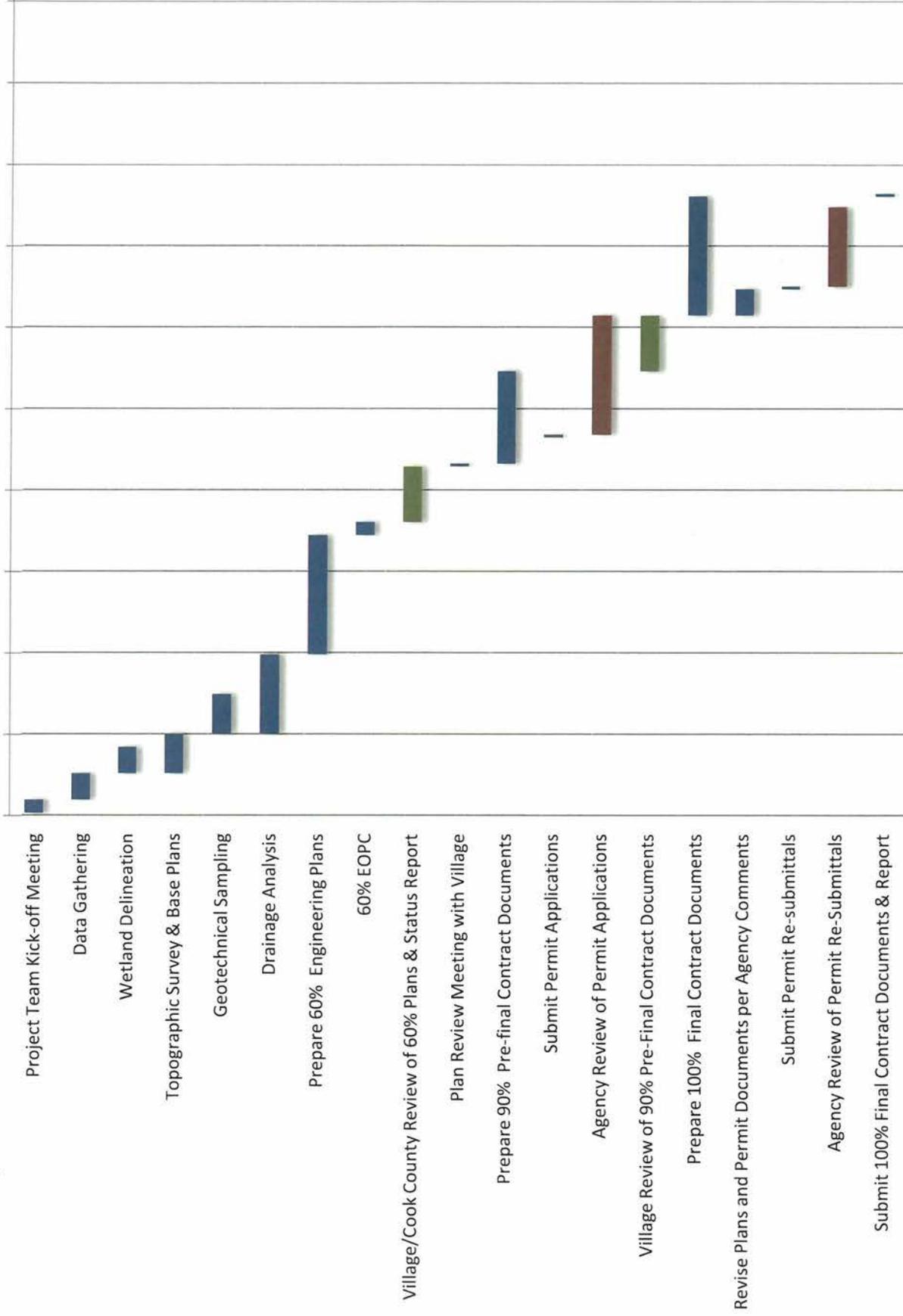
We greatly appreciate the opportunity to provide this agreement and look forward to working with the Village of Bartlett on this important project.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.

John Mayer, P.E., C.F.M.
Project Manager

Devon Ave/W. Bartlett Rd. Drainage Swale and Bike Path Replacement Design Engineering

1/1/18 1/31/18 3/3/18 4/3/18 5/4/18 6/3/18 7/4/18 8/4/18 9/4/18 10/4/18 11/4/18



Hours and Fees Summary

Professional Engineering Services for the Devon Ave./W Bartlett Rd. Drainage Swale & Bike Path Replacement Project

Village of Bartlett

Prepared By:
Engineering Resource Associates, Inc.
December 7, 2017

Multiplier Rate: 2.80

Task	Charge Rate	QA/QC	PM	WRL	DTL	DE	ED	ES	PLS	CC	CT	CL	Hours	Fees
		\$140.00	\$133.20	\$170.80	\$107.80	\$84.00	\$126.00	\$70.00	\$120.40	\$75.30	\$105.40	\$71.40		
1. Meetings/Coordination/IC		5	14	4	20	26	9	6	0	0	0	0	84	\$9,982
a. One project kick-off meeting		2	2	0	2	2	2	0	0	0	0	0	0	
b. One progress review meeting		0	0	0	2	2	0	0	0	0	0	0	0	
c. Public Open House meeting		0	4	0	4	8	2	0	0	0	0	0	0	
d. Quarterly status reports to the Village		0	2	0	4	2	2	0	0	0	0	0	0	
e. Status update/report at 60% and 100%		1	2	2	4	8	2	4	0	0	0	0	0	
f. Project coordination-stakeholders, permit agencies, utility co		2	2	2	4	4	1	2	0	0	0	0	0	
2. Data Gathering		0	2	0	4	8	1	2	0	0	2	0	19	\$1,968
3. Wetland Delineation Report		0	1	0	0	0	6	24	0	0	0	0	31	\$2,629
4. Topographic Survey and Base Plans		1	2	0	2	0	0	0	8	32	24	0	69	\$6,700
5. Drainage Analysis and Design Drainage Improvements		2	2	4	8	16	2	0	0	0	4	0	38	\$4,234
6. Preliminary Plans (60%)		4	6	4	18	36	4	8	0	0	56	0	136	\$14,389
7. Engineer's Opinion of Probable Construction Cost (EOPCC)		1	2	1	4	12	1	2	0	0	0	2	25	\$2,545
8. Pre-final Contract Documents (90%)		2	4	2	12	24	2	2	0	0	32	8	88	\$9,072
9. Final Contract Documents (100%)		1	2	1	8	12	1	0	0	0	18	4	47	\$4,894
10. Permit Application Assistance		0	1	1	6	12	4	6	0	0	8	1	39	\$3,865
11. Geotechnical/Sampling Services		0	2	0	2	4	2	0	0	0	0	1	11	\$1,261
12. Bidding Assistance		1	1	2	4	4	1	0	0	0	0	1	14	\$1,639
Labor sub-total:		22	53	23	108	180	42	56	8	32	144	17	601	\$63,181
Direct Cost Summary														
Documentation Reproduction, Shipping														\$750
Mileage														\$125
Geotechnical Boring and Testing Services (budget)														\$7,500
Direct Cost sub-total:														\$8,375
Total Labor and Direct Cost:														\$71,556

QA/QC - Senior Project Engineer
PM = Project Manager
WRL = Water Resource Lead
DTL = Design Team Lead
DE = Design Engineer
ED = Environmental Director, ES =
Environmental Specialist PLS =
Professional Land Surveyor CC =
Survey Crew Chief
CT = Cadd Technician
CL = Clerical Assistant



Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

- 1. COMPLIANCE WITH LAWS:** 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 Clean Water Act, U.S. Army Corps of Engineers regulations, including, but not limited to, 33 CFR Parts 320-330, Executive Orders, permit requirements, Village of Bartlett Codes and Ordinances, and the regulations and requirements of 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 ERA Rate Schedule. Engineer and its subcontractors and consultants shall similarly comply with all applicable Laws in providing its engineering services hereunder.
- 2. 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.
- 3. 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. 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.
- 4. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
- 5. RESPONSIBILITY OF THE ENGINEER:** 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.
- 6. CLIENT'S RESPONSIBILITIES:** 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, to the extent 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, except to the extent such Losses are caused in part by a party indemnified



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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 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 non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given ten 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, 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.

7. **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 release the Engineer from liability arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **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.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports 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



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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.

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.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, 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.
11. **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.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** 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.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order)



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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 resumption 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.

14. **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 before the termination date shall be reimbursed by Client.
15. **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.
16. **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 and without effect to the extent they conflict with the terms of this Agreement.
17. **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".
18. **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. 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. 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 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work



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on the assignment.

19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless client up to the amount of the Engineer's insurance from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement, and/or by the negligent acts, errors, and omissions of its contractors, subcontractors, consultants, or anyone for whom the Engineer is liable, and arising from the project that is the subject of this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. 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. Neither party shall 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.
20. **LIMIT OF LIABILITY:** 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 ERA, a corporation, and not personally and individually against the employees, officers or directors of Engineer.
21. **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.
22. **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.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the 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.



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24. **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 opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best 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. 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.
25. **CONSTRUCTION OBSERVATION CLAUSE:** [INTENTIONALLY DELETED]
26. **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.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client (and/or others to the extent an easement, license or right of entry has been granted in writing by the owner of any other property) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to



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subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.
30. Time is of the essence and the Engineer shall complete the design work described in the Agreement by the dates set forth in the Project Schedule, subject to the Force Majeure provision.
31. 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.
32. Engineer shall obtain and maintain at its sole cost insurance of the types of coverages and in the minimum amounts listed below:
- A. Commercial General Liability Insurance and Excess/Umbrella Insurance
 - i. Engineer shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence, with a general aggregate limit of not less than \$2,000,000.
 - 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.
 - a. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, 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, the Illinois Emergency Management Agency (IEMA), the Federal Emergency Management Agency (FEMA) and their 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



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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.

B. Professional Liability Insurance

Engineer shall maintain professional liability insurance with a limit of not less than \$2,000,000 each wrongful act arising out of the performance and/or failure to perform professional services, with a deductible not to exceed \$150,000 without prior written approval.

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 and defense 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
- b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

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, CA 00 05, CA 00 12, CA 00 20, 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.



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i. If 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.

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.



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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.

33. 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.
34. Engineer shall assist Owner in reviewing and evaluating bid submittals to determine the lowest responsible and responsive bidder meeting specifications.
35. 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.

36. 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.



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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.

END OF GENERAL TERMS AND CONDITIONS



**Acceptance & Authorization Agreement for
Design Engineering Services between**

**The Village of Bartlett
&
Engineering Resource Associates, Inc.
For**

**Devon Ave/W Bartlett Road Drainage Swale and Bike Path Replacement
Project**

Whereas Engineering Resource Associates, Inc. submitted a Statement of Qualifications for engineering services for the subject project dated November 3, 2017 and a proposal for design engineering services on December 4, 2017. Now therefore, the Village of Bartlett accepts said statement and proposal and authorizes Engineering Resource Associates, Inc. to proceed with the work described therein in accordance with the procedures and conditions contained herein for a total amount not-to-exceed \$71,556.00. The attached General Terms and Conditions are hereby incorporated into and made part of this agreement.

Engineering Resource Associates, Inc.

ATTEST:

John F. Mayer, P.E., CFM
C.F.M. Project Manager

Jon P. Green, P.E.,
President

Acceptance & Authorization
Village of Bartlett

ATTEST:

Kevin Wallace, Village President

Lorna Gilles, Village Clerk