

VILLAGE OF BARTLETT
BOARD AGENDA
JUNE 5, 2018
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: Committee Minutes – May 1, 2018, Board and Committee Minutes – May 15, 2018

*7. BILL LIST: June 5, 2018

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

*1. Fourth of July Fireworks Display Request

*2. Fourth of July Carnival License Request

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Ordinance Authorizing the Sale of Personal Property Owned by the Village of Bartlett and Approving a Lease-Purchase Agreement for Seventy-Six (76) New Golf Cars

*2. Resolution Approving of Certificate of Expenditure No. 4 in the Amount of \$6,218,200 for the Subordinate Lien Tax Increment Revenue Note, Series 2009, for the Bluff City Quarry Redevelopment Project

*3. Next Generation Firewall Purchase

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

*1. Fourth of July Class D Liquor License Request

*2. Creation of Class A Liquor License - Savoury Restaurant and Pancake Café

*3. Ordinance Reducing the Number of Class B Liquor Licenses

*4. Ignite the Courage Class D Liquor License Request

*5. Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 331 S. Hickory

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

1. Resolution Awarding Contract and Approving the Standard Form of Agreement Between the Village of Bartlett and Correct Digital Displays, Inc. for Interior Signage for the new Bartlett Police Facility

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. Resolution Approving of Change Order #1 to the Contract Between the Village of Bartlett and Gerardi Sewer & Water Co. for the 2018 Water Main Replacement Project

*2. Ordinance Amending Title 7, Chapter 2, of the Bartlett Municipal Code Regulating Planting, Maintenance and Removal of Trees and Shrubs on Public Ways and Village Owned Property

*3. Purchase of (1) 6" Trash Pump

13. NEW BUSINESS

A. Savoury Restaurant and Pancake Café Class A Liquor License Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



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COMMITTEE MINUTES
MAY 1, 2018**

President Wallace called the Committee of the Whole meeting to order at 7:32 p.m.

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

ABSENT: None

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

BUILDING & ZONING, CHAIRMAN HOPKINS

May's Lounge Special Use Permit to Serve Alcohol at 211 S. Main Street

Chairman Hopkins stated that the petitioner is requesting a Special Use permit to serve alcohol in order to obtain a liquor license and obtain a State video gaming license. This request is for May's Lounge, a video gaming establishment, proposed to be located at 211 S. Main Street directly east of Village Hall in the Bartlett Town Center.

Community Development Director Jim Plonczynski stated that May's Lounge was represented by Angela Atamian. One of his staff members went to the May's Lounge in Lake Zurich and stated that it was more of an upscale café looking project. They want to sell beer and wine to their patrons and they are here prior to moving on to the required public hearing which would go to the Plan Commission for the Special Use for the liquor license.

Angela Atamian stated that she could answer any questions the Board may have. She stated that they have two locations that are open and about six that are in the buildout stage. She stated that their goal is to be an upscale gaming lounge with a personal experience like Las Vegas.

Chairman Camerer stated that there is a school (Arts in Bartlett) nearby and he really had concerns about the kids that attend. Secondly, the point of the findings of fact, seem to mean nothing. If we are elected officials, and we say that such will not under the circumstances to the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or the interest to property value, improvement in the vicinity. As elected officials, people are going to get what our moral values may be. In his estimation, there could be moral issues with this as well as health issues. It seems to be that the findings of fact is a farce. He likes to think that people in Bartlett do not want any more video gaming facilities.



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Mr. Plonczynski stated that the findings of fact are the standard findings of fact that we have for the Special Use. They pertain to any developer or person that is going to get a Special Use. He stated that those are all good arguments as to why you would not want to have them, on the other hand you have video gaming just down the street in a restaurant that is walking distance and next to a restaurant called Two Toots which is basically a children's restaurant. This is a 21-year-old limited operation. They have calls weekly for video gaming and they are going to have a couple more very soon. The State has not put a limit on these kinds of facilities. It is a liquor license requirement under our ordinance.

Chairman Camerer stated that we should be looking at reevaluating our ordinance for findings of fact special uses. He would personally like to see this changed because it is useless.

Attorney Bryan Mraz stated that particular language comes from case laws in the State Statute. Each Board member votes on whether are not it meets those standards. From your comments, you feel that it's morally repugnant and you are entitled to that, but changing the findings of fact does not alter that. Not every Board member may have the same belief relative to gambling. Relative to the school question, that issue was spelled out in the State Statute. They talk about public and private elementary schools but the Arts in Bartlett school would not meet the strict requirements in the State Statute.

President Wallace stated that since two Chairmen had questions, they should review the parameters on the number of locations or requirements for new locations, and come to a consensus before we send Ms. Atamian down a path that is unknown. He thought they had some questions on the global concept of video gaming versus one individual petitioning for a suggested space. He suggested that the next Board meeting they have another Committee meeting to review some case law on the side of what we think is best for our Village based on these findings.

Chairman Hopkins agreed and asked if Arts in Bartlett has raised any issue with the gaming at O'Hare's Pub?

Mr. Plonczynski stated that he has not heard anything. He did get a call from an Arts in Bartlett person about this location but they did not file an objection. He explained that there would be a public hearing in front of the Plan Commission.

Attorney Mraz asked for this discussion to be on the June 5th Committee meeting instead of May 15th, as he will be out of town.

Chairman Hopkins stated that they have heard the comments from the committee and they can decide whether to proceed or not or wait until they talk about it further. He agreed with Chairman Camerer's comments but previous Boards have approved video gaming in this town.

President Wallace stated that this is a moving phenomenon and no one could have predicted the outcome of this. Most people predicted the complete and utter failure of small video gaming locations. There is a huge demand for this particular product so it is



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in our best interest to figure out how the village leaders can support and supply that demand in our Village.

Chairman Gabrenya stated that the petitioner's concept and excellent description of business is appreciated. It is not your concept that is in question, it is the overall concept of gaming that we, as a Village, need to embrace a better understanding of. She stated that Bartlett is pro-business and she appreciated the presentation and the images she provided.

Ms. Atamain stated that one of their issues is that they do sign a lease and their decision to push this off concerns her. The business owners are trying not to be that diner that comes in with cheap furniture, etc. but a space that people will use for other things. She suggested that the parents would have something to do when they drop off their children at Arts in Bartlett. She thinks it is a very valid form of entertainment and in their Lake Zurich location, they have five chairs filled 90% of the day. May's is being seen a lot differently because it is a lot nicer than others out there.

President Wallace stated that her leasing is not something that the Village Board controls. They have to make sure that the bulk of the Board is unanimous with something like this.

FINANCE & GOLF, CHAIRMAN DEYNE

Presentation of Responses to Requests for Proposals for Broker/Consultant Services for the Village's Health, Dental and Life Insurance

Chairman Deyne stated that the Village of Bartlett issued an RFP soliciting proposals from insurance brokers/consultants qualified to perform and interested in providing brokerage services for the health, dental and life insurance plan.

Human Resources Director Janelle Terrance stated that on February 22, she issued Requests for Proposals (RFP) from insurance brokers and consultants interested in providing brokerage services for health, dental and life insurance plans.

They received nine responses. The staff's initial evaluation included a review of the experience and qualifications of the firm and account executive assigned to the Village's account, the description of how the account will be handled and the types of services provided, access to markets for health, dental and life insurance, and overall clarity and responsiveness of the proposal to this RFP. Also included in this evaluation was the experience with municipal clients, cost containment strategies and fees for service.

A decision was made to present four possible brokers/consultants for further consideration by the Village Board. The following four brokers/consultants are recommended for further review:



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- Arachas Group
- GCG Financial
- The Horton Group
- HUB International Midwest Unlimited

Staff recommends the Village Board continue the selection process by inviting these four companies to make a presentation to the Village Committee of the Whole where the Board members will have the opportunity to direct questions to the brokers.

Chairman Deyne stated that it was an excellent idea to have these brokers come before the Board and make presentations. He wanted to add an additional broker by the name of Connor & Gallagher to the list.

President Wallace stated that this is a lot of work for staff and the Board looks forward to the presentations. After years and years of getting quotes for his own group health insurance he was sure it was not going to make a big difference. While quotes come from two or three large carriers, the best savings we are going to find is in massaging the actual benefits no matter who we choose. That is where you could save the most amount of money.

Chairman Carbonaro asked why there were no price quotes.

Ms. Terrance stated that some of the fees are commission based so it would depend on the totality of the plan under consideration and the cost of those plans. If it is a percentage of commissions, for example, our current broker is two percent commission based.

Chairman Carbonaro pointed out that none of these brokers are from Bartlett. We have somebody in Bartlett right now, why do we want to switch from a company we have been working with for thirty something years?

Ms. Terrance stated that our current broker from Bartlett is on the list.

Chairman Carbonaro stated that they are going to shop at the top two or three top level plans and will get the same quote from everyone. He was not quite sure why we were going through this process to remove an agent that we have worked with for many years?

President Wallace stated that the Board has requested staff to do an all-encompassing review of what it would cost us to renew our insurance and try to get competitive quotes with other brokers and try to adjust some of the coverages. There are many things that come into play these days with wellness and all kinds of ideas from different brokers that are experts at different things.



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POLICE & HEALTH, CHAIRMAN CARBONARO

Review of the Vehicle Replacement Process for Police Vehicles

Chairman Carbonaro stated that the Village Board recently asked the police department to review its vehicle fleet replacement process and evaluate how other police departments determine when to replace their vehicles.

Deputy Police Chief Geoff Pretkelis stated that the police department has a total of 39 different vehicles, including marked, unmarked and specialty assignment vehicles. Each year, police and finance department staff review the police vehicles listed on the vehicle replacement fund replacement spreadsheet to determine which vehicles need to be replaced. The police department typically replaces patrol vehicles every three years at approximately 70,000–90,000 miles and specialty vehicles every five years depending on the mileage and age of the vehicles.

They surveyed ten other police departments to determine how they replace their patrol vehicles and found a majority of the departments replace their patrol vehicles at 100,000 miles. Many of the departments also take into account other factors such as vehicle condition, age, and mechanical issues in determining when to replace their vehicles.

They recently started to keep track of the engine idle hours for the vehicles we sold on the eBay online auction site. Even though mileage continues to be a popular method of measuring performance, many fleet managers are beginning to track engine idle hours to get a more accurate insight into the wear-and-tear on their vehicles. According to Ford Fleet, one hour of idling is considered to be the equivalent of 33 miles driven.

For example, the police department recently sold a 2015 Ford Explorer with 88,362 miles and 4,101 engine idle hours on the eBay online auction site. According to Ford Fleet, this calculates to the equivalent of 223,695 miles.

St. Charles and Oswego Police Departments utilize a vehicle replacement guideline evaluation form to determine when a vehicle qualifies for replacement or is considered a high priority replacement. A point system is designed based on factors such as the vehicle's age, miles/hours, type of service, reliability, maintenance and repair costs and condition. Upon reviewing our current vehicle fleet replacement process and surveying other police departments, we recommend increasing the average mileage at replacement to 100,000 miles. Additionally, we recommend utilizing a vehicle replacement guideline evaluation form similar to Oswego Police Department's to aid in determining when to replace our vehicles. This type of process would provide a better evaluation of whether or not a vehicle needs to be replaced instead of relying solely on the vehicle's age and mileage.



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Chairman Reinke thanked him for all the work they did and thought it was very impressive.

Chairman Camerer agreed that he was concerned about the amount of miles and pushing it out a little bit. He felt that those questions were answered quite well and likes the plan they came up with.

Chairman Hopkins also thanked them and thought they put a lot of thought into this. He appreciated the quick turnaround.

Deputy Chief Pretkelis stated that they take vehicle maintenance very serious and he is very proud of how their vehicles are kept up. He thanked Sergeant Rybaski for the hard work he has done as well as Jackie, the police intern.

Chairman Gabrenya stated that in using the criteria that was found on the new form, did you apply any of your previous maintenance and change outs? How did that turn out?

Deputy Chief Pretkelis stated that they had an opportunity to look at several different vehicles, including the three vehicles they were going to replace. The federal tax force vehicle had 107,000 miles and doing all the factors, it came up with a point total of 24, which would be in the criteria for replacement. They also looked at the sergeant's vehicle with all the engine idling which had approximately 82,000 miles and it came up with a point total of 42. A lot of the issues deal with engine idling which is not taken into account. In talking with the mechanics at Bartlett Tire, they recommend, because of the heavy engine idling, that oil changes are performed every 3,000 miles instead of 5,000 miles. The other two sedans that were replaced had 82,000 miles and its point total was 29; the other had 80,000 miles and a point total of 29.

Chairman Camerer asked if the other police forces have their cars idling and why it was necessary?

Deputy Chief Pretkelis stated that they believe they can reduce engine idling, especially with the new building that has awnings to protect the car from weather elements. Their vehicles have very heavy electronics inside of them such as radar detractors that draw power, new thermal printers, computer systems, emergency light systems, they do feel that there will be circumstances where they will have to idle these vehicles.

Chief Patrick Ullrich stated that there are other idling times with officers in the squad cars and running radar or writing a report. They are most concerned about the idling time when it is sitting unoccupied and that's what they are trying to create policies for reducing.

Deputy Chief Pretkelis stated that they are very frugal when it comes to their vehicle maintenance. Not only do they try to keep services in town, they also seek the lowest



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rates. As far as the warranties go, our vehicles have a 3 year/36,000 mile warranty. They make sure that if anything falls under warranty, the vehicle is taken care of with no charge.

President Wallace asked who sponsored the report on 33 miles being equal to 1 idling hour?

Deputy Chief Pretkelis stated that it is printed in all vehicle manuals. He was able to find some research by doing a Google search from other fleet managers and it seems to be a common trend for that mileage.

President Wallace stated that upon adjournment of this meeting, the Board will be moving into Executive Session to Discuss and Set the Price for Sale of Property Owned by the Village of Bartlett Pursuant to Section 2(c)5 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

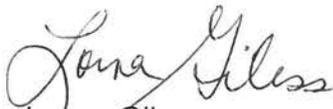
AYES: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:17 p.m.


Lorna Gilles
Village Clerk



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BOARD MINUTES
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1. CALL TO ORDER

President Wallace called the regular meeting of May 15, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: Trustee Gabrenya

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Management Analyst Sam Hughes, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION – Pastor Sue Allen from the Living Lord Lutheran Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION

President Wallace stated that the Board will be moving into Executive Session to discuss eminent litigation pursuant to Section 2(c)11 of the Open Meetings Act and will return to the Board meeting immediately following.

Trustee Deyne moved to adjourn to Executive Session pursuant to Section 2(c)11 of the Open Meetings Act to discuss imminent litigation, and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

The Board adjourned to Executive Session at 7:03 p.m.



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President Wallace reconvened the Board meeting at 7:55 p.m.

ROLL CALL

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

ABSENT: Trustee Gabrenya

6. **CONSENT AGENDA**

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

Trustee Hopkins stated that he would like to add items 1-2 under Building & Zoning Ordinance 2018-58, An Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2-C-2: Chickens (Poultry) and Ordinance 2018-59, An Ordinance Granting a Rear Yard Variation for 521 Ladysmith Road, to the Consent Agenda.

Trustee Camerer stated that he would like to add items 1-2 under License & Ordinance, the BAPS Parade Permit Request, and the Jain Society Parade Permit Request, to the Consent Agenda.

Trustee Hopkins moved to amend the Consent Agenda to add items 1-2 under Building & Zoning Ordinance 2018-58, An Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2-C-2: Chickens (Poultry); Ordinance 2018-59, An Ordinance Granting a Rear Yard Variation for 521 Ladysmith Road, as well as items 1-2 under License & Ordinance, BAPS Parade Permit Request and Jain Society Parade Permit Request, to the Consent Agenda and that motion was seconded by Trustee Carbonaro.



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ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

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 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 Deyne.

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

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

7. MINUTES – Covered and approved under the Consent Agenda.
8. BILL LIST – Covered and approved under the Consent Agenda.
9. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the March Treasurer's Report. Motor Fuel Tax distribution through February, 2018 totaled \$80,765 and was down \$7,800 from the prior year. They should end up at about \$1,800,000 which is \$15,000 less than what the budget is. He then presented the Municipal Sales Tax Report through January, 2018, and stated it totaled \$196,530 and was up \$5,596 (2.9%) from the previous month last year.

10. PRESIDENT'S REPORT

President Wallace presented a Proclamation for National Public Works Week and proclaimed May 20-26, 2018 as National Public Works Week in the Village of Bartlett.



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President Wallace stated that he was appointing Adam Lewensky to the Economic Development Committee for a 2 year term.

Trustee Deyne moved to consent to the appointment of Adam Lewensky to the Economic Development Committee and that motion was seconded by Trustee Hopkins.

ROLL CALL TO CONSENT TO THE APPOINTMENT OF ADAM LEWENSKY TO THE ECONOMIC DEVELOPMENT COMMITTEE

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

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne asked about the flooding at Lion's Park.

Public Works Director Dan Dinges stated that they received a lot of rain in short durations.

12. TOWN HALL

Terry Witt, 471 S. Western Avenue

Mr. Witt thanked the Board for proclaiming Bike Month in May. He also thanked the Police Department for the "Drop It and Drive" campaign. He invited everyone to the "Ride of Silence" tomorrow night in memory of bicyclists that are killed or injured in crashes. He noticed that there are a lot of bikers in east Bartlett as opposed to the west side of Bartlett. He stated that the people that live in Westridge find it easier to ride in St. Charles and Elgin than to ride in downtown Bartlett. He stated that the traffic on Lake Street and Route 59 is really fast. He encouraged the Board to always accept bike paths given by IDOT; otherwise the gaps that get created are so hard to fill and we have to pay one hundred percent of the cost. He stated that the new culvert on Stearns Road was very nice.

Roma, BAPS Charities Walk Green 18

Roma showed a video on the Walk Green 18 which raises money for nature. BAPS Charities partnered with the Nature Conservancy plans to plant one billion trees by 2025. The walkathon also raised money for the Bartlett Public Library and the Bartlett High School Booster Club. They walked 5 kilometers and raised money for a good cause, spent the day with friends and family and most of all, made a difference. This year's walk will take place on June 10th at Bartlett Park at 7:30 a.m. This year they will support the local fire department as well as the local police department. She encouraged everyone to come and bring your friends and families.



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John Eallonardo, Frederick Quinn Company

Mr. Eallonardo stated that they are in the last week of construction before the move next Thursday.

President Wallace encouraged everyone to walk with BAPS. They have donated to the Bartlett Park District, Bartlett Library and now to the Police and Fire department. He thanked them.

13. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2018-58, An Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2-C-2: Chickens (Poultry), and Ordinance 2018-59, An Ordinance Granting a Rear Yard Variation for 521 Ladysmith Road, were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

In the absence of Trustee Gabrenya, President Wallace stated that there was nothing to report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2018-62-R, A Resolution Approving of the Disbursement Request for Payout No. 5 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 the BAPS Parade Permit Request; Jain Society Parade Permit Request; the Memorial Day Open Burn; Resolution 2018-63-R, a Resolution to Authorize the Execution of an Equipment Lease Agreement between John Thomas, Inc. and the Village of Bartlett - Temporary Traffic Light for 4th of July, were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that an authorization to purchase Federal Task Force Officer vehicle and two Police vehicles were covered and approved under the Consent Agenda.



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F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Resolution 2018-60-R, A Resolution Approving of Villa Olivia Elevated Tank Painting and Repairs Agreement between the Village of Bartlett and Seven Brothers Painting.

Public Works Director Dan Dinges stated that the Villa Olivia water tower is in need of painting and also some repairs. He stated that it will have a white bulb with the Village logo on both sides and the stem will be blue. There is an alternative for the Park District to add Villa Olivia on the stem but that is up to them if they want to spend the money.

Trustee Hopkins stated that the water tower on Kent Circle has our logo but it is extremely hard to make out. Is this going to be a similar issue with the Villa Olivia tower?

Mr. Dinges stated that the Kent Circle tower is smaller. Since this tower is bigger it should be more legible.

Trustee Reinke moved to approve Resolution 2018-60-R, A Resolution Approving of Villa Olivia Elevated Tank Painting and Repairs Agreement between the Village of Bartlett and Seven Brothers Painting, and that motion was seconded by Trustee Camerer.

ROLL CALL TO APPROVE RESOLUTION 2018-60-R, APPROVING VILLA OLIVIA ELEVATED TANK PAINTING AND REPAIRS AGREEMENT

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

Trustee Reinke presented Resolution 2018-61-R, a Resolution Rejecting the State of Illinois Department of Transportation's Proposed Bicyclist and/or Pedestrian Improvements along IL 59 at W. Bartlett Rd. Intersection.

Trustee Reinke moved to approve Resolution 2018-61-R, a Resolution Rejecting the State of Illinois Department of Transportation's Proposed Bicyclist and/or Pedestrian Improvements along IL 59 at W. Bartlett Rd. Intersection, and that motion was seconded by Trustee Hopkins.

Trustee Camerer asked why they are rejecting this connection. He stated that the Bike and Run Committee will potentially have additional funding for new paths.

Mr. Dinges stated that they have looked at it and they are including the West Bartlett east/west connection which will be rebuilt. They were proposing north and south as part



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of their requirement since they have to look at pedestrian/bicyclists as well. When you head north from West Bartlett you run into the bridge and he didn't think they necessarily wanted people directed to the bridge where they would have to turn around. He thought it would be better if the State has a bridge widening project, at that time they would make the connection. There are no plans in the future for that bridge and the Village ultimately takes responsibility for the trail which would go nowhere.

Trustee Reinke echoed Trustee Camerer's concerns. What is the IDOT plan?

Mr. Dinges stated that it would just go to a dead end. They thought it would be better to wait until they had a project to bring it somewhere.

ROLL CALL TO APPROVE RESOLUTION 2019-61-R, REJECTING THE IDOT BICYCLIST/PEDESTRIAL IMPROVEMENTS

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins

NAYS: Trustee Reinke

ABSENT: Trustee Gabrenya

MOTION CARRIED

Trustee Reinke stated that an Authorization to Purchase a Skid Steer Loader was covered and approved under the Consent Agenda.

Trustee Reinke presented Resolution 2018-64-R, a Resolution Approving of the First Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System.

Trustee Reinke moved to approve Resolution 2018-64-R, a Resolution Approving of the First Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System, and that motion was seconded by Trustee Camerer.

ROLL CALL TO APPROVE RESOLUTION 2019-64-R, APPROVING FIRST AMENDMENT TO DUPAGE WATER COMMISSION WATER PURCHASE AND SALE CONTRACT

AYES: Trustees Camerer, Carbonaro, Deyne, Reinke, President Wallace

NAYS: Trustee Hopkins

ABSENT: Trustee Gabrenya

MOTION CARRIED

14. NEW BUSINESS - None



**VILLAGE OF BARTLETT
BOARD MINUTES
May 15, 2018**

15. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace asked about the status of the Stearns Road closure.

Mr. Dinges stated that it was supposed to be open this week, however, the weather has not cooperated. They were able to get the paving done last Friday so they still have to stripe it and add dirt between the curb and the bike path. They hope to have it opened by the end of the week.

Trustee Camerer asked if it made sense to think about purchasing a temporary traffic light as opposed to paying the money every year to rent it?

Police Chief Ullrich stated that he does not know how much it would cost to purchase but they would have to find a place to store it. The rental company sets it up and operates it.

16. ADJOURNMENT

There being no further business to discuss, Trustee Deyne moved to adjourn to the Committee of the Whole meeting and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO ADJOURN TO THE COMMITTEE OF THE WHOLE MEETING

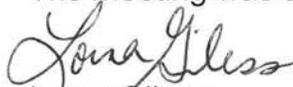
AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

The meeting was adjourned at 8:25 p.m.


Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
MAY 15, 2018**

President Wallace called the Committee of the Whole meeting to order at 8:33 p.m.

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

ABSENT: Chairman Gabrenya

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Management Analyst Sam Hughes, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

FINANCE & GOLF, CHAIRMAN DEYNE

Discussion on Requests for Proposals for Broker/Consultant Services for the Village's Health, Dental and Life Insurance

Chairman Deyne stated that they have two brokers to present this evening.

Human Resources Director Janelle Terrance stated that the first presentation is from John Herr and Jim Cornelius from Hub International.

Mr. Cornelius stated that his business started in 1984 and in 1986, he started an insurance brokerage company called Corporate Benefit Consultants. They started with a partner or two and a secretary and after about eighteen years they have over thirty employees and eight million dollars in revenue. In the late nineties, they decided that it was time to create transparency. They sold their business to the Hub Group four years ago and tripled their presence in the market. They soon wrote about fifty public entities over the next ten years. They have a very fair price and feel that they are 15 to 20 percent below others and they feel they have expertise working with multiple counties all the way down to local groups, municipalities and school districts. They have been in the business a long time and are honest people that do the right thing for municipalities. He felt that there were opportunities within our HMO to reduce costs about 6% without really changing benefits. He stated that they are the fifth largest brokerage in the world today and have about eleven thousand employees.

President Wallace asked what tactics have they used in other municipalities to reduce costs?



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
MAY 15, 2018**

Mr. Cornelius stated that the first thing they would do is pull out the commissions. When they pull those out, you will get a little bit more than you are paying back in your pocket. He stated that the Village has HMO Illinois which is unique for a group this size. The Village is experience rated and that gives some advantages. They have a finance group that can work with this and they can argue trend with the underwriters. He spoke about the Blue Advantage HMO and thought it would be a great opportunity to see what it looks like for the group. They may be able to save five or six points there. On the PPO side, it's really the strength of the relationship since they are held up to their manuals and experience in ongoing claims. They would work on the individual situations to see if they could reduce reserves and get an overall reduction in the program. Sometimes it is pleading to the Blue Cross court. Blue Cross made over a billion dollars this year and last year they lost about three hundred million mostly in the exchanges. You really have to get into the carriers retention and he thought they were very, very good at that based on their relationship with the Blues.

Mr. Herr stated that the first thing they do is look at culture. He talked about another plan called Blue Choice Select and stated that there could be up to an eight percent differential in price. They want to make sure that they creatively look at things they could do for the Village.

Mr. Cornelius talked about an HRA since the Village has very low deductibles. When you are captive to the low deductibles, Blue Cross knows that you need to have that two hundred fifty dollar deductible and they charge you more than it is worth. Ideally, you might want to retain more risk – perhaps \$1,000 or \$2,500, and the Blues will allow you to go up to those levels and self-fund the difference. Attached, please find a two page handout that was distributed to the Board.

President Wallace stated that it's change and you have to teach people how to accept change.

Chairman Deyne introduced the next broker which is Connor & Gallagher OneSource.

Ms. Terrance stated that they have Tom Connor and Dan Daley to present.

Tom Connor, President of Connor & Gallagher, thanked the Board and staff for having them. Connor & Gallagher OneSource (CGO) is a twenty-one-year-old company that he and his partner started from the ground up. They started with two people and are now up to eighty people with four divisions. They are specifically commercial insurance brokers. They are a privately owned company and have spent the last ten years structuring so they could remain a privately held company. They are flexible and able to pivot and implement any idea that comes up in a short period of time. They don't answer to shareholders or venture capital partners or a board that is not involved in the day-to-day operations.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
MAY 15, 2018**

Dan Daley introduced himself as the benefit consultant. His responsibility would be to oversee the entire town, renewal, programs and wellness. He introduced all of his team members with a brief description of what they do. He stated that their whole "center" is working with the Village and you would be viewed as number one. Blue Cross/Blue Shield is their largest carrier and their role going forward would be to market the Village's account while looking at any/all alternatives and substitutes to Blue Cross. The only way that you get Blue Cross to negotiate numbers is to show them that you are serious about leaving them. This process has been immensely successful. In order to do that, they need to have a strategic plan and a timeline. He stated that the Village is in a market and with one hundred and fifty employees, they make the most money. He presented the attached slides.

Chairman Hopkins asked if they thought they could save the Village money from the current plan?

Mr. Daley spoke about HSA's, HRA's, and stated that they model plans at varying levels to make sure it is affordable. Eighty percent of the claims are incurred by twenty percent of people and you are paying one hundred percent for twenty. They will do the modeling and recommend a plan that fits best.

Chairman Deyne thanked them for coming out this evening.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 9:17 p.m.

Lorna Giles
Village Clerk

Breadth of Practices

Employee Benefits Consulting

Data Analytics

Communications & Design

Workforce Management & Productivity

PEOPLE



HR Technology (HRIS)

HR Consulting

Compliance

International Benefits

ABOUT HUB



10,000+ Employees



95% Client Retention



1 Million+ Clients



400+ Locations
in North America



TOP 7 Global Broker
Based on Revenue



\$12 Billion+
in Premium

WHAT MAKES US DIFFERENT

- o Independent Consulting
- o Human Capital
- o Driving Cost Control through
 - » Innovation
 - » Employee Engagement
- o Multi-Year Strategic Plan

CLIENT EXPERIENCE

- o 3M
- o Abbott
- o Duracell
- o Chubb
- o DeVry
- o Grainger
- o lululemon
- o Navigant Consulting
- o City of Woodstock
- o Village of Arlington Heights
- o Village of Niles
- o Takeda Pharmaceuticals
- o Titan International

Prepared For:
Village of Bartlett

Advocacy | Tailored Insurance Solutions | Peace of Mind



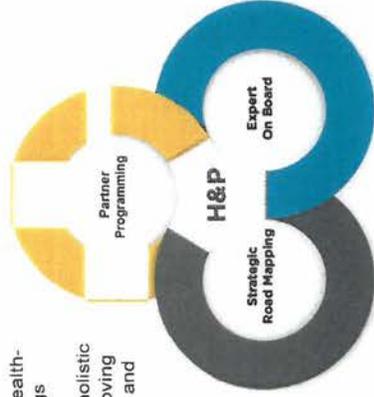
COMPLIANCE

- Health Care Reform Calendar
- Compliance Checklist
- COBRA
- FSA/HRA/HSA
- ERISA/HIPAA
- State Requirements Internationally through WBN



HEALTH & PERFORMANCE

No longer just a health-related cost savings strategy, Health & Performance is a holistic approach to improving workplace culture and productivity.



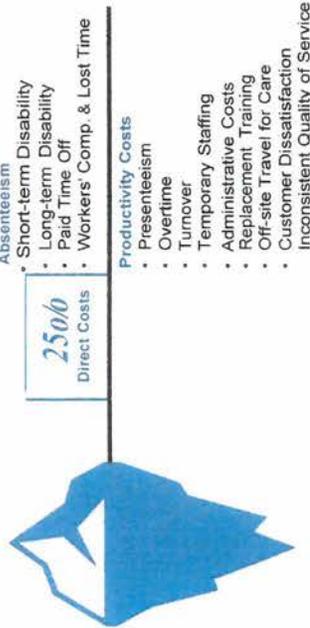
COMMUNICATIONS



See more at hubmwd.com

WORKFORCE PRODUCTIVITY

The Iceberg Effect



- Medical and Pharmacy
- Personal Health Costs
- Medical Care
- Pharmacy
- Absenteeism
- Short-term Disability
- Long-term Disability
- Paid Time Off
- Workers' Comp. & Lost Time

DATA ANALYTICS

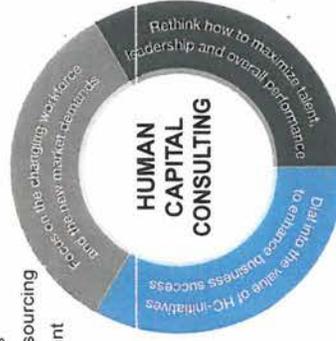
- Ongoing experience reporting dashboards
- Fully insured to self-funded analysis
- Rate development and cost projections
- Underwriting and plan design modeling
- Benchmarking (industry, size, region)
- Prescription drug marketing and analysis
- Stop loss marketing and analysis



HUMAN CAPITAL CONSULTING

Our Services

- Human Capital Strategy and Planning
- Assessments and Due Diligence
- Compliance Frameworks
- General & Strategic Outsourcing
- Performance Management
- Training Design and Delivery
- Talent Acquisition and Retention
- Organizational Development
- Change Management

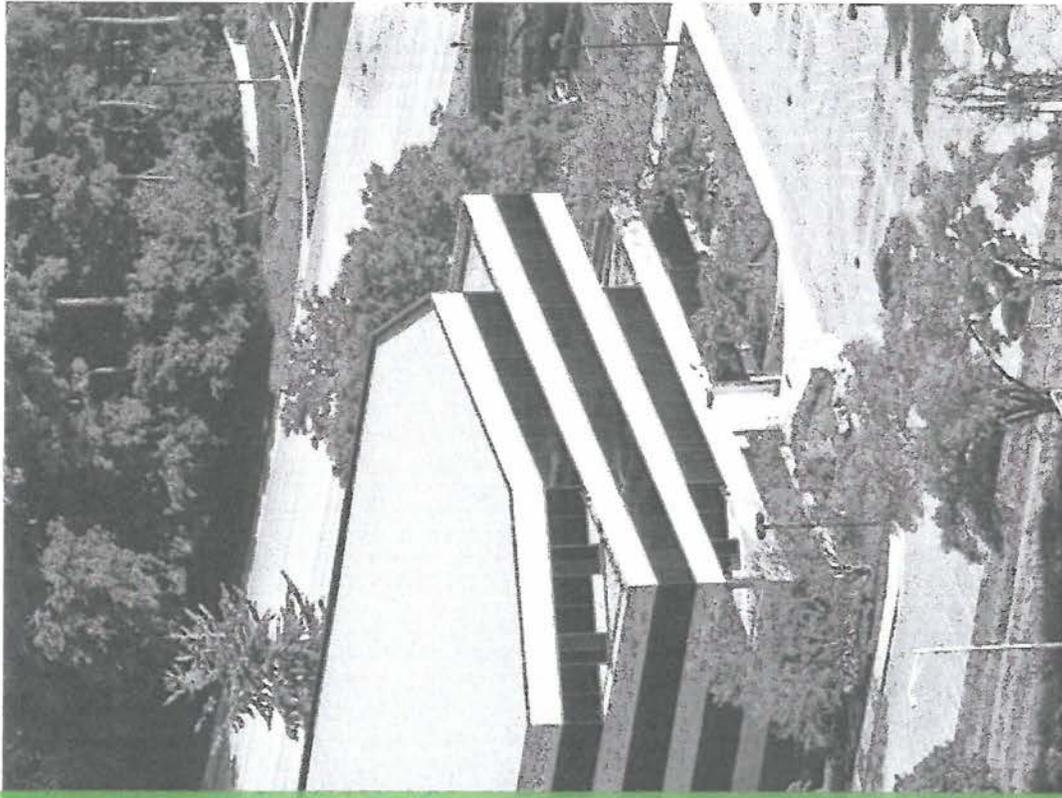


STRATEGIC HEALTHCARE OPPORTUNITIES

FOR
VILLAGE OF BARTLETT

**PRESENTED BY YOUR
EMPLOYEE BENEFITS TEAM**

750 Warrenville Road, Suite 400 | Lisle, IL 60532
630.810.9100 | Sales@GoCGO.com



AT A GLANCE



1997

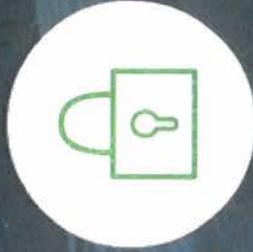
FOUNDED

HQ

LISLE, IL

75+

DEDICATED PROFESSIONALS



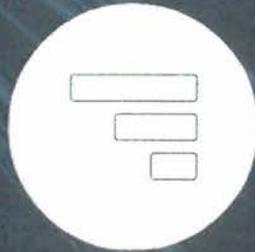
PRIVATELY OWNED



SERVES MID-SIZED BUSINESSES

2000+

CLIENTS



DOUBLE DIGIT GROWTH EVERY YEAR SINCE INCEPTION

97%

CLIENT RETENTION RATE

95%

EMPLOYEE RETENTION RATE

+65

NET PROMOTER SCORE

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FULLY INTEGRATED OR STANDALONE

RISK MANAGEMENT

- Property & Casualty
- Workers' Compensation
- Professional Liability
- Bonding
- Alternative Risk
- Loss Control Programs
- Claims Management

HR & PAYROLL

- Administrative Services Outsourcing
- Payroll & HRIS Technology
- HR Consulting
- Multiple Employer 401(k) Plan



EMPLOYEE BENEFITS

- Strategic Planning & Consulting
- Compliance (ACA, ERISA, COBRA)
- Wellness
- Group Health Captive Programs

RETIREMENT PLANNING

- Fee Based Model
- 401(k) & 403(b)
- Fee Benchmarking
- RFP Management
- Investment Due Diligence
- Investment Committee
- Investment Policy Statement

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THE CGO MODEL

- Cost Focused Consulting:
- Long-Term **Strategic Planning Partner**
- **Compliance** (ERISA, ACA, & HR)
- Unparalleled proactive day to day **support**
- **Technology** implementation & management partners
- **Transparency:** commission & stewardship reporting
- **Market partnerships**

VS.



TRADITIONAL BROKERAGE MODEL

- Insurance Program
- Marketing & Negotiation
- Reactive Customer Service

LONG TERM STRATEGIC PARTNER

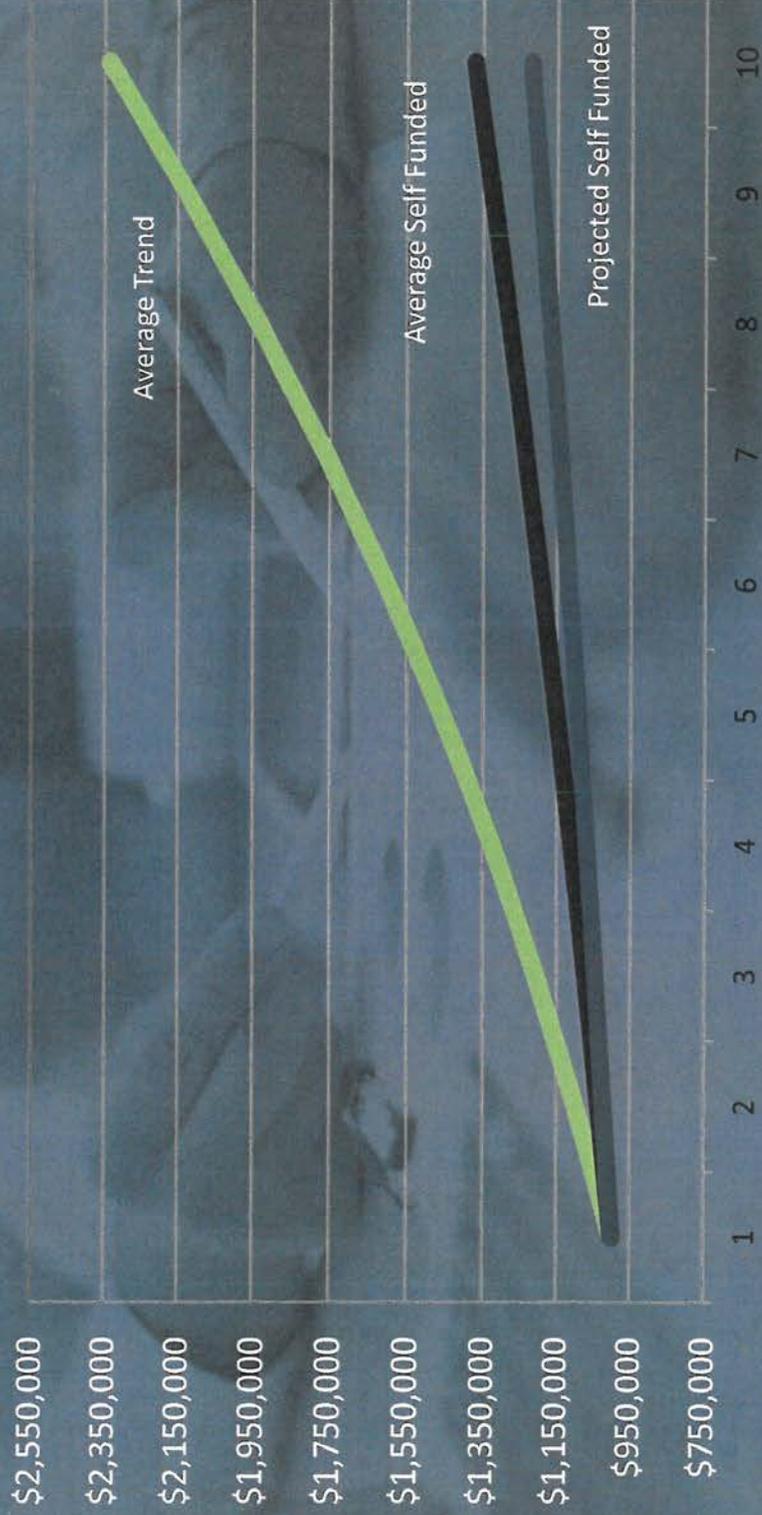


Year 1	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> Data Analytics Biometric Screenings Health Risk Assessments Tobacco Cessation Self-Funding Finance Education 	<ul style="list-style-type: none"> Self-Fund (possibly w/Group Health Captive) Telemedicine Health Savings Account Implement Participation Based Wellness Incentives 	<ul style="list-style-type: none"> Implement Outcomes Based Participation Incentives Incented Disease Management Program 	<ul style="list-style-type: none"> Pricing Transparency Referenced Based Pricing 	<ul style="list-style-type: none"> Domestic Medical Tourism Shared Clinic

INTRODUCTION STRATEGIC PARTNER COMPLIANCE SUPPORT TECHNOLOGY TRANSPARENCY MARKET PARTNERSHIPS

TREND TRUMPS RATE

Any strategy focused on controlling costs needs to be evaluated over a multiple year period. The graph below highlights an example of the long-term potential savings you could see over a 10-year period if we began self-insuring. In this example, we are growing costs at the same 3.6% per year as a large, principally self-insured employer, as compared to a smaller, principally fully-insured employer whose costs grow at 9.9% per year.



COMPLIANCE

 CONNOR &
GALLAGHER
OneSource

YOUR COMPLIANCE PARTNER

ANNUAL COMPLIANCE REVIEW

The Department of Labor has the ability to levy heavy fines against employers out of compliance with ERISA and the new healthcare reform laws and regulations. We conduct an extensive annual onsite review of all things ERISA & ACA compliance to ensure you maintain compliant.

INTRODUCTION	STRATEGIC PARTNER	COMPLIANCE	SUPPORT	TECHNOLOGY	TRANSPARENCY	MARKET PARTNERSHIPS
		<hr/>				

Basic Group Demographics

Answer

What was your average total number of employees (ATNE's) in the previous calendar year?	377
Your existing insurance carrier BCBS has you placed in the 150+ market	Yes
What was your total employee count including Full Time Equivalents (FTE's) in the previous calendar year?	447
How many W2's did your organization issue in the previous calendar year?	444
How many employees were enrolled on your benefit plans on the first day of the previous year?	168
How many tax ID #'s do you pay employees under?	5
Is your entity a member of a control group? Is the ownership of your entity 80% similar to the ownership of another entity?	Yes

Plan Design & Cost

Answer

What is your ERISA plan year?	01/01-12/31
What is your plan year?	01/01-12/31
Is your current health plan Grandfathered?	No
The ACA would view your health plan as "self-funded" or "fully-insured"	Fully-Insured
What is the "Minimum Value" calculation for your least expensive plan?	90%
Based on your least expensive plan what is the lowest annual employee income it would be considered "affordable"?	\$13,850
The largest out of pocket the ACA will allow in 2017 is \$7,150, the highest plan out of pocket that you have is \$4,500	Under
The highest deductible the ACA will allow in 2017 is \$7,150, your highest deductible is \$1,500	Under
The highest embedded deductible the ACA will allow in 2017 is \$6,550, your highest embedded deductible is \$6,000	Under

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YOUR AFFORDABLE CARE ACT COMPLIANCE PARTNER

WE HELP OUR CLIENTS ANALYZE HEALTH CARE
REFORM SCENARIOS & THE IMPACT IT WILL HAVE ON
THEIR BUSINESS.

- ACA Reporting 1095/1094 Compliance
- Plan minimum value analysis
- ACA penalty projections
- Creative solutions for your future Benefit Plans and cost containment
- Personalized report of current and future compliance items
- Provide consulting in evaluating all options including exchange plans
- We have legal counsel at your disposal

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News & Events

Stay in the know, and stay in compliance.

IMPORTANT DATES TO KNOW

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28				

■ Webinars
 ■ Compliance Dates
 ■ Webinars
 ■ Compliance Dates

EMPLOYER EDUCATION

WE'RE YOUR EDUCATION PARTNER.

Connor & Gallagher OneSource provides:

- Weekly blogs
- Monthly webinars
- Monthly seminars and trainings
- Quarterly networking events
- Benefits newsletters and alerts
- Specific legislative briefs on ACA topics as well as other compliance related issues such as HIPAA, FMLA, COBRA and 5500 Form Filing (as necessary)
- Employee focused wellness newsletters you can distribute via email or post to your customized HR Connection website

UNPARALLELED PROACTIVE DAY TO DAY SUPPORT



CONNOR &
GALLAGHER
OneSource

YOUR EMPLOYEE BENEFITS SERVICE TEAM

LEADERSHIP

LUKE BARNETT
PRACTICE LEADER
 lbarnett@gocgo.com
 630.810.9100 ext. 124

Responsible for maintaining a high level of efficiency within our department, exploring and sharing best practices within our industry, maintaining a high level of service from our vendor partners and acting as a resource to each team for ACA Compliance.

LUPÉ SALGADO
DIRECTOR OF CLIENT SERVICES
 lsalgado@gocgo.com
 630.810.9100 ext. 134

Responsible for the development of personnel and procedures that enable the Employee Benefits Team to deliver the highest level of customer service and strategic consulting. An additional resource for Employer's High Level Issues as well as overall performance of the service team.

KAYLA ROESKE
DIRECTOR OF WELLNESS
 kroeske@gocgo.com
 630.810.9100 ext. 171

Responsible for the development of your corporate wellness program through strategic planning, implementation as well as program evaluation and employee engagement.

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EMPLOYEE BENEFITS TEAM

DAN DALEY
BENEFITS CONSULTANT
 ddaley@gocgo.com
 630.810.9100 ext. 143

Manages the annual renewal process including Marketing of Carriers, Strategic Planning, Wellness Planning, Rate Analysis, and Employee Meetings. Employer's Contact for High Level Issues as well as overall performance of the service team.

ANNA MACALAGUIN-SKRAJNY
ACCOUNT EXECUTIVE
 annam@gocgo.com
 630.810.9100 ext. 232

Manages the timeline and completes projects for your employee benefits program. Responds to daily customer service requests via emails and phone calls. Gathers market data in developing renewal presentations.

ADRIANA OROPEZA
ACCOUNT MANAGER
 aoropeza@gocgo.com
 630.810.9100 ext. 245

Partner's with Account Executive on projects and renewal. Responds to daily customer service requests via emails and phone calls. Gathers market data and assists in developing renewal presentations.

COMPLIANCE
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TECHNOLOGY

MICHELE GABRIELSON
CLAIMS SPECIALIST/
COBRA DEPARTMENT MANAGER
 mgabrielson@gocgo.com
 630.810.9100 ext. 137

Handles claims with employees and providers to resolve issues effectively and oversees the Cobra administration department.

EDGAR SOTO
COBRA SPECIALIST
 esoto@gocgo.com
 630.810.9100 ext. 199

Ensures that your business is in compliance with COBRA regulations.

ELIGIBILITY REQUESTS/CHANGES
ELIGIBILITY
 benefitsadmin@gocgo.com
 630.810.9100

Processes and tracks enrollments, terminations, and changes which are completed within 24-48 hours of receipt.

TRANSPARENCY
MARKET PARTNERSHIPS

ANNUAL CLIENT SERVICES SCHEDULE/DELIVERABLES

<p>Pre Renewal Meeting</p> <ul style="list-style-type: none"> • Marketing Strategy Established • Benefits Administration • Platform Review • Renewal Timeline and Objectives Agreed Upon 	<p>Renewal Jan. 1</p>	<p>Post Renewal Follow Up</p> <ul style="list-style-type: none"> • Renewal Post Op • Client Goal Setting • Client Annual Service Calendar • Annual Stewardship Reporting 	<p>Mid Year Review</p> <ul style="list-style-type: none"> • Compliance Review • Benchmarking • Strategic Resources Overview
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INTRODUCTION STRATEGIC PARTNER COMPLIANCE SUPPORT TECHNOLOGY TRANSPARENCY MARKET PARTNERSHIPS



Scope	Scope	Scope	Scope	Scope
Pre-renewal meeting: Develop the renewal strategy Review current program & claims Clearly establish timeline and renewal objectives Provide overview of the marketplace 120 days prior to renewal	Collect information for insurance carrier submissions Prepare RFPs and submit to insurance carriers Benchmark plan designs and analyze claims 120 to 90 days prior to renewal	Receive renewal Receive proposals from alternate carriers Negotiate with insurance carriers 90 to 60 days prior to renewal	Select carriers and plans Conduct on-site employee meetings Submit enrollment forms and changes Group numbers issued and ID cards ordered 60 to 30 days prior to renewal	ID Cards delivered Reconcile initial carrier invoices Confirm proper policies Review and confirm objectives were met Effective Date

INTRODUCTION STRATEGIC PARTNER COMPLIANCE SUPPORT TECHNOLOGY TRANSPARENCY MARKET PARTNERSHIPS



BENEFIT PLAN PARTICIPANT ADVOCACY

- Bi-lingual Employee Claim Assistance – CGO will provide your employees with direct access to an experienced claims specialist to aid them in the quick resolution of their issues.
- Answer coverage questions and interpret Explanation of Benefits.
- Advise and give recommendations on how to cost effectively utilize your insurance program.

HR COMPLETE ELIGIBILITY ADMINISTRATION



Paper Enrollments

Send an email to benefitsadmin@gocgo.com with your eligibility change and let CGO handle the rest. You will be immediately notified via email that your request has been received.



File Feeds

Assistance with audits and enrollment questions while using file feeds with an outside payroll vendor.



Through Technology

- Full Onboarding Capabilities
- Benefit Elections
- Plan Details
- Carrier Value Adds
- Carrier Updates

SEAMLESS COBRA ADMINISTRATION

- CGO will handle all of your COBRA administration, which allows you to put this necessary and sensitive process on auto-pilot.
- Simply email us your eligibility change and the COBRA administration process is automatically initiated.
- This includes the generation of required DOL-approved initial and qualifying event notifications, collection of monthly COBRA payments, reinstatement of the employee's insurance coverage, and interaction with the carrier upon the conclusion of COBRA coverage.
- All COBRA activity will be reported to you on a monthly basis.
- Most importantly, CGO will deal directly with your former employees, while keeping you in compliance.

OPEN ENROLLMENT SERVICES & EDUCATION SUPPORT

CGO will customize, in English and Spanish, employee open enrollment communications, education materials, benefit summaries and can deliver personalized Benefit Statements to your employees.

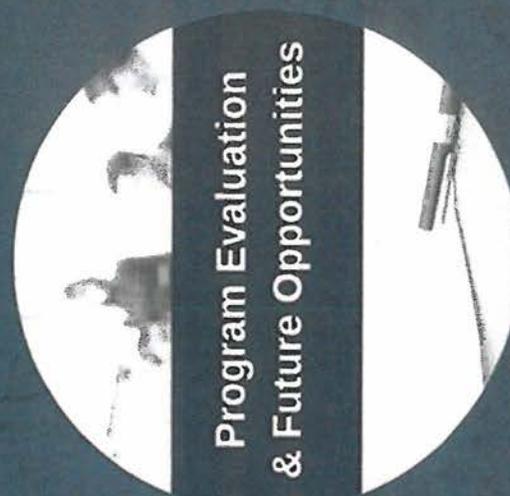
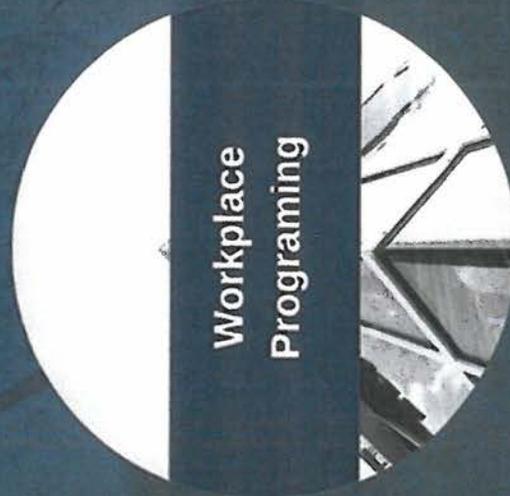
Onsite or Remote Group Meetings

- Preventative Services Care
- Correct Plan Usage
- Network Navigation
- Affordable Care Act Impact
- Wellness Opportunities

EMPLOYEE WELLNESS

Keeping your members happier, healthier and more productive.

CGO implements and manages a comprehensive wellness strategy that will continuously engage your organization in order to mitigate risk and sustain a culture of health and well-being for your members.



ThinkHR

Think.^{HR}

Human Powered



WORKPLACE

DASHBOARD

RISK & SAFETY RESOURCES

PARTNER ADMIN

Welcome to Connor & Gallagher Workplace Pro



View our state-specific workers comp guidance



Learn Pro



Comply



Risk & Safety Resources



Partner Admin



Webinar's



Employee Handbook



Q&A



Health Care Reform

Ask an Advisor
Safety | Compliance | HR

1,000 characters

Select category related to your question

Type of Company

CA

SUBMIT

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Human Powered

ThinkHR

ThinkHR's dynamic tools, checklists, builders and guides enable rapid deployment of HR best practices across the entire organization.

- Certified HR experts answer questions, render advice and follow up with research to resolve issues.
- More than 200 online training courses that ensure compliance, reduce risk and drive employee engagement.
- Comprehensive resource center with all forms, checklists and tools needed to maintain compliance.

powered by
Think
HR

TECHNOLOGY --- IMPLEMENTATION AND MANAGEMENT



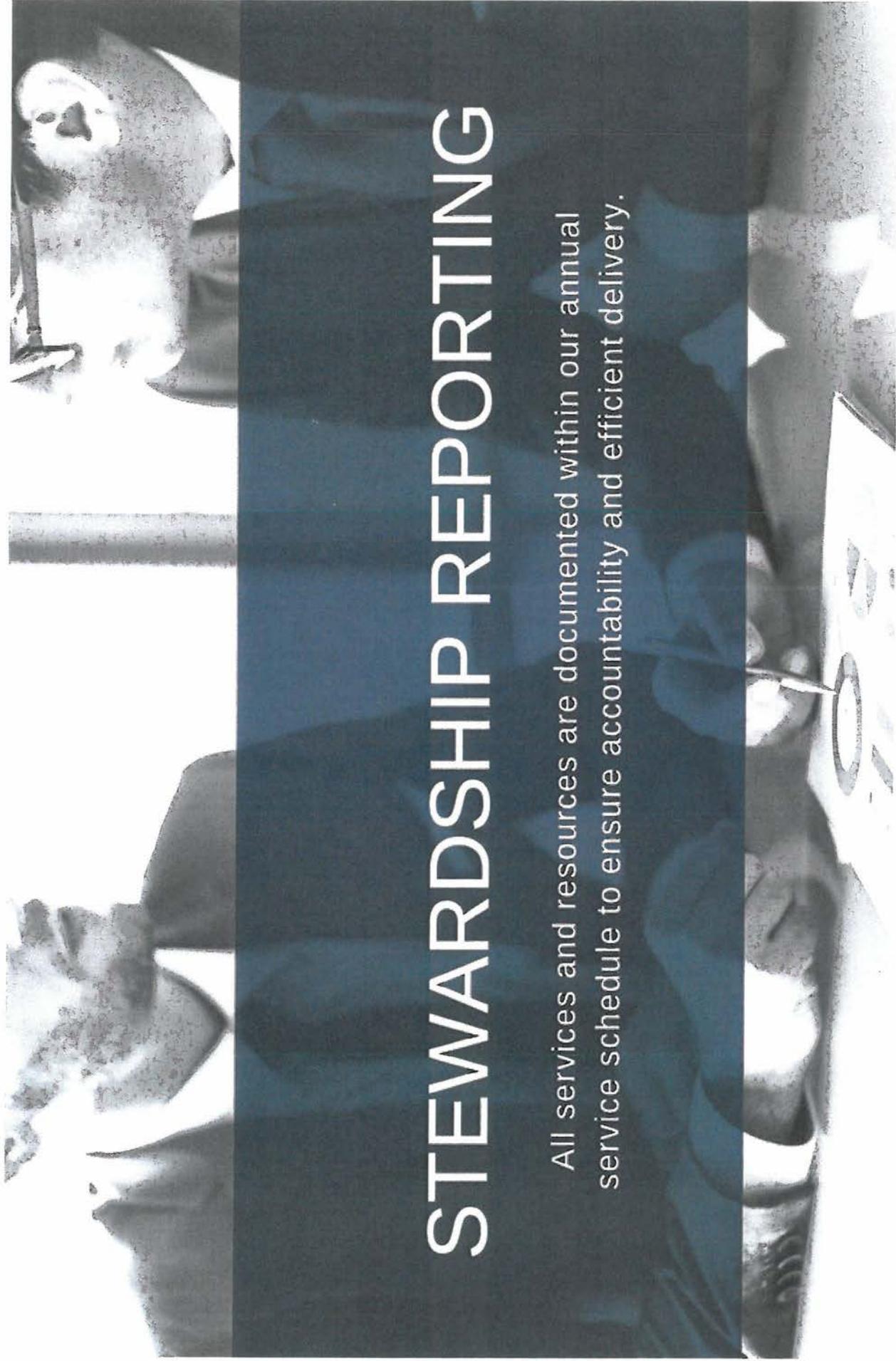
THE PERFECT COMBINATION OF TECHNOLOGY AND EXPERTISE

The value of partnering with CGO is optimized when you let us manage your:



TRANSPARENCY

 CONNOR &
GALLAGHER
OneSource



STEWARDSHIP REPORTING

All services and resources are documented within our annual service schedule to ensure accountability and efficient delivery.

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MARKET PARTNERSHIPS

 CONNOR &
GALLAGHER
OneSource

CGO PARTNERS

PARTIAL LISTING

FULLY-INSURED
MEDICAL



Humana

aetna



SELF-FUNDED
MEDICAL

Allied

Bas
Business Enterprise Financial Group, Inc.



UnitedHealthcare

FULL SERVICE
ANCILLARY



MetLife



THIRD PARTY
ADMINISTRATORS



Think:
HR



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THANK YOU

630.810.9100 | info@gocgo.com

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/5/2018**

100-GENERAL FUND REVENUES

480200-SALE OF CEMETERY LOTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEVE/LYNN EULIANO	REFUND/CEMETERY PLOTS	480.00
	INVOICES TOTAL:	480.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JUNE 2018	315,656.57
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JUNE 2018	15,145.80
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JUNE 2018	141.35
	INVOICES TOTAL:	330,943.72

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	164.79
	INVOICES TOTAL:	164.79

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	E.D. CERTIFICATION TRAINING	429.20
	INVOICES TOTAL:	429.20

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	67.47
	INVOICES TOTAL:	67.47

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASE	23.45
	INVOICES TOTAL:	23.45

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BATTERY G	CANNON SALUTE/MEMORIAL DAY	500.00
1 BUGLES ACROSS AMERICA NFP	BUGLE PLAYING/MEMORIAL DAY WALK	50.00
1 PROSHRED NORTH	CLEAN-UP WEEK SHREDDING SERVICES	1,500.00
** 1 VIRGIL WILK	MEMORIAL DAY CEREMONY BAGPIPES	175.00
	INVOICES TOTAL:	2,225.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 TERRENCE LYNCH	HISTORY MUSEUM PERFORMANCE	175.00
INVOICES TOTAL:		175.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	21,350.00
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	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	638.30
INVOICES TOTAL:		25,838.30

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUCKY JACK'S DEMOLITION	919.25
1 DEIGAN & ASSOCIATES LLC	LUCKY JACK'S DEMOLITION	10,434.75
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	1,035.00
INVOICES TOTAL:		12,389.00

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	APRIL DEDUCTIBLE	20,859.31
INVOICES TOTAL:		20,859.31

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.08
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	67.12
INVOICES TOTAL:		101.20

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	347.07
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SOAP/SUPPLIES	12.30
INVOICES TOTAL:		359.37

546900-CONTINGENCIES

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

**VILLAGE OF BARTLETT
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1 DUPAGE COUNTY RECORDER	RECORDING FEES	69.00
	INVOICES TOTAL:	69.00

1500-COMMUNITY DEVELOPMENT

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	459.93
	INVOICES TOTAL:	459.93

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	39.58
	INVOICES TOTAL:	39.58

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER	22.00
	INVOICES TOTAL:	22.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CODE ENFORCEMENT	QUARTERLY MEETING FEES	105.00
	INVOICES TOTAL:	105.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRECON CONSTRUCTION SERVICES INC	EMERGENCY TARPING SERVICES	1,387.44
	INVOICES TOTAL:	1,387.44

1600-BUILDING

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00
	INVOICES TOTAL:	100.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	175.43
	INVOICES TOTAL:	175.43

1700-POLICE

522400-SERVICE AGREEMENTS

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

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1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	475.00
1 ELINEUP LLC	SOFTWARE MAINTENANCE RENEWAL	600.00
1 L3 MOBILE-VISION INC	MAINTENANCE AGREEMENT	2,605.00
1 L3 MOBILE-VISION INC	MAINTENANCE AGREEMENT	3,333.04
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	743.70
INVOICES TOTAL:		8,991.74

522700-COMPUTER SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SOUTHERN COMPUTER WAREHOUSE	UNINTERRUPTIBLE POWER SUPPLY	600.27
1 SOUTHERN COMPUTER WAREHOUSE	UNINTERRUPTIBLE POWER SUPPLY	600.27
INVOICES TOTAL:		1,200.54

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	POLICE OFFICER HELP WANTED ADS	150.00
1 PADDOCK PUBLICATIONS INC	BID NOTICE	151.80
INVOICES TOTAL:		301.80

526000-VEHICLE MAINTENANCE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	266.70
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	509.25
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	52.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	129.95
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	1,150.06
1 MR CAR WASH	APRIL 2018 CAR WASHES	128.57
INVOICES TOTAL:		2,306.08

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NEW ALBERTSONS INC	FOOD PURCHASE	79.96
1 TRI-TECH FORENSICS INC	EVIDENCE SUPPLIES	516.60
1 ULINE	EVIDENCE SUPPLIES	759.78
1 WAREHOUSE DIRECT	TONER	151.77
1 WAREHOUSE DIRECT	TONER	151.77
INVOICES TOTAL:		1,659.88

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STREICHER'S INC	BASEBALL CAPS	21.98
INVOICES TOTAL:		21.98

** Indicates pre-issue check.

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530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	195.78
1 THOMSON REUTERS - WEST	LAW BULLETIN SUBSCRIPTION	408.00
	INVOICES TOTAL:	603.78

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GAS DEPOT	DIESEL FUEL PURCHASE	5,399.57
1 GAS DEPOT	DIESEL ADDITIVE	20.70
** 1 WEX BANK	FUEL PURCHASES	8,790.88
	INVOICES TOTAL:	14,211.15

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PORTER LEE CORP	BARCODE LABELS/PRINTER RIBBONS	222.00
1 WAREHOUSE DIRECT	CELL INSPECTION STAMP	77.35
1 WAREHOUSE DIRECT	CORRECTION TAPE/COFFEE FILTERS	21.85
1 WAREHOUSE DIRECT	LASERPRINT PAPER	43.76
	INVOICES TOTAL:	364.96

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	CONFERENCE WORKSHOP FEE	635.00
1 TRACEY DENDINGER	TRAINING EXPENSES	111.00
1 TRACEY DENDINGER	TRAINING EXPENSES	35.40
1 GRZEGORZ MILOS	TRAINING EXPENSES	149.00
1 GRZEGORZ MILOS	TRAINING EXPENSES	151.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	300.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	150.00
1 NORTHERN ILLINOIS POLICE	MEETING FEES	81.00
1 MAXIMILIANO PUENTE	POLICE ACADEMY TRAINING EXPENSES	154.78
	INVOICES TOTAL:	1,767.18

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL POLICE ACCREDITATION COALITION	ANNUAL MEMBERSHIP DUES	50.00
	INVOICES TOTAL:	50.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LANDINI ENTERTAINMENT	DEPOSIT/NNO TRACKLESS TRAIN	475.00
	INVOICES TOTAL:	475.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE COUNTY TRANSPORTATION	PERMIT APPLICATION/JULY 4TH PARADE	50.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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**	1 DUPAGE COUNTY TRANSPORTATION	PERMIT APPLICATION/JULY 4TH FESTIVAL	50.00
		<u>INVOICES TOTAL:</u>	<u>100.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MSAB INC	ANNUAL LICENSE RENEWAL	3,995.00
	<u>INVOICES TOTAL:</u>	<u>3,995.00</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	BARRICADE RENTAL	95.00
	<u>INVOICES TOTAL:</u>	<u>95.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	184.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	107.74
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,409.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	442.37
	<u>INVOICES TOTAL:</u>	<u>2,154.97</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	69.07
	<u>INVOICES TOTAL:</u>	<u>69.07</u>

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DTN LLC	WEATHER INFORMATION SERVICE	387.00
	<u>INVOICES TOTAL:</u>	<u>387.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	1,949.97
	<u>INVOICES TOTAL:</u>	<u>2,950.97</u>

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	409.00
	<u>INVOICES TOTAL:</u>	<u>409.00</u>

527113-SERVICES TO MAINT. GROUNDS

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

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1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	3,120.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	1,066.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	1,200.00
1 SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	2,185.71
INVOICES TOTAL:		7,596.71

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEX SANTA	PUBLIC SIDEWALK REIMBURSEMENT	403.00
INVOICES TOTAL:		403.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	165.40
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	135.38
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	183.70
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	135.75
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	237.60
1 MIDWEST TRADING SUPPLIES INC	GRASS SEED	379.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	35.11
1 TAPCO	MATERIALS & SUPPLIES	71.00
1 JASON ZALEY	REIMBURSEMENT/DAMAGED MAILBOX	1,585.00
INVOICES TOTAL:		2,927.94

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	8.15
INVOICES TOTAL:		8.15

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	10.68
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	11.88
INVOICES TOTAL:		22.56

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	GLOVES	174.00
INVOICES TOTAL:		174.00

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	4,963.41
INVOICES TOTAL:		4,963.41

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	44.71
	INVOICES TOTAL:	44.71

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	EQUIPMENT MAINTENANCE SUPPLIES	720.70
1 AUTOZONE INC	MAINTENANCE SUPPLIES	329.73
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	296.15
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	54.37
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	40.66
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	120.24
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	88.31
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	74.94
1 CUSTOM CONNECTION INC	AERIAL TRUCK EQUIPMENT	2,265.00
1 CUSTOM CONNECTION INC	TOOL BOXES FOR LIFT TRUCK	1,335.00
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	575.00
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	462.80
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	28.21
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	725.00
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	489.20
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURNED ITEM	-185.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	33.00
1 MARTIN IMPLEMENT SALES INC	EQUIPMENT MAINTENANCE SUPPLIES	13.06
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	124.98
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	327.00
1 STANDARD EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	759.47
1 SUBURBAN DRIVELINE INC	EQUIPMENT MAINTENANCE SUPPLIES	325.00
	INVOICES TOTAL:	9,002.82

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	NO PARKING SIGNS/SUPPLIES	501.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	608.25
	INVOICES TOTAL:	1,109.25

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING SUPPLIES INC	MUSHROOM COMPOST	90.00
1 MIDWEST TRADING SUPPLIES INC	MUSHROOM COMPOST	90.00
	INVOICES TOTAL:	180.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	51.59
1 UNIFIRST CORPORATION	MATS	12.38

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
<u>INVOICES TOTAL:</u>		<u>88.73</u>

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	283.86
<u>INVOICES TOTAL:</u>		<u>283.86</u>

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN PUBLIC WORKS ASSOC	CONFERENCE FEES	675.00
1 JARED CHRISTENSEN	APWA CONFERENCE EXPENSES	81.60
1 ERIK KUMLIN	APWA CONFERENCE EXPENSES	81.60
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
<u>INVOICES TOTAL:</u>		<u>858.20</u>

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	392.66
1 EARTH INC	HAULING CHARGES	650.00
1 EARTH INC	HAULING CHARGES/GRAVEL PURCHASE	1,294.70
1 WELCH BROS INC	MAINTENANCE SUPPLIES	258.90
<u>INVOICES TOTAL:</u>		<u>2,596.26</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BROTHERS ASPHALT PAVING INC	2018 MFT VARIOUS STREETS PROJECT	389,400.26
<u>INVOICES TOTAL:</u>		<u>389,400.26</u>

583082-STEARNES RD COUNTY CRK CULVRT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	STEARNES RD CULVERT SIGNAL RETIMING	2,496.66
<u>INVOICES TOTAL:</u>		<u>2,496.66</u>

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GLOBAL EQUIPMENT COMPANY INC	STORAGE CABINET	492.09
<u>INVOICES TOTAL:</u>		<u>492.09</u>

430000-DEVELOPER DEPOSITS FUND

** Indicates pre-issue check.

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261345-TRAILER BOND- KRUSINSKI

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KRUSINSKI CONSTRUCTION COMPANY	CONSTRUCTION TRAILER BOND REFUND	500.00
	INVOICES TOTAL:	500.00

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIM DEVINCENTIS	VBR BOND REFUND	1,500.00
1 MATRIX DESIGN LLC	LANDSCAPING BOND REFUND	24,148.00
1 RLE PROPERTY CORP	LANDSCAPE BOND REFUND	4,582.00
1 THOMAS KIM LLC	TOPO BOND REFUND	1,000.00
1 JOHN ZABINSKI	VBR BOND REFUND	500.00
	INVOICES TOTAL:	31,730.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORRPRO CO INC	WATER TANK INSPECTION SERVICES	840.00
	INVOICES TOTAL:	840.00

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	135.00
	INVOICES TOTAL:	135.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	99.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	76.74
	INVOICES TOTAL:	176.43

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	257.34
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	41.15
** 1 ILLINOIS SECRETARY OF STATE	TITLE/PLATES NEW WATER VEHICLE	103.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	11.62
	INVOICES TOTAL:	413.11

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULING CHARGES	650.00
1 EARTH INC	HAULING CHARGES/GRAVEL PURCHASE	1,294.71
	INVOICES TOTAL:	1,944.71

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	399.90
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	18.04
	INVOICES TOTAL:	417.94

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	6.36
	INVOICES TOTAL:	6.36

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,084.19
	INVOICES TOTAL:	1,084.19

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	44.71
	INVOICES TOTAL:	44.71

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MAY BILLS POSTAGE	1,679.40
	INVOICES TOTAL:	1,679.40

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FLOLO CORPORATION	PUMP STATION EQUIPMENT REPAIRS	465.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	33.00
	INVOICES TOTAL:	498.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	LIGHTING MATERIALS	89.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	51.59
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
	INVOICES TOTAL:	177.73

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER/SUPPLIES	715.50
	INVOICES TOTAL:	715.50

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	CONFERENCE FEES	180.00
INVOICES TOTAL:		180.00

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARLO MADONIA	REFUND/WATER BILL OVERPAYMENT	37.95
INVOICES TOTAL:		37.95

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	8,162.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	9,136.00
INVOICES TOTAL:		17,298.00

581037-DWC PUMP STA,STORAGE,LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	11,098.17
1 PADDOCK PUBLICATIONS INC	BID ADVERTISEMENT	138.00
INVOICES TOTAL:		11,236.17

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE	10,593.08
INVOICES TOTAL:		10,593.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	197.30
INVOICES TOTAL:		197.30

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,538.50
INVOICES TOTAL:		5,538.50

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	69.30

** Indicates pre-issue check.

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1	CHAMPION FRAME-ALIGN INC	VEHICLE MAINTENANCE	1,692.50
**	1 ILLINOIS SECRETARY OF STATE	TITLE/PLATES NEW SEWER VEHICLE	103.00
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	76.10
INVOICES TOTAL:			1,940.90

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULING CHARGES	650.00
1 EARTH INC	HAULING CHARGES/GRAVEL PURCHASE	1,294.71
INVOICES TOTAL:		1,944.71

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	165.40	
1 CORE & MAIN LP	MATERIALS & SUPPLIES	280.76	
1 CORE & MAIN LP	MATERIALS & SUPPLIES	282.88	
1 NAPCO STEEL INC	MATERIALS & SUPPLIES	256.25	
1 PETROCHOICE	MATERIALS & SUPPLIES	469.82	
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	18.04
1 PRO CHEM INC	NITRILE GLOVES	607.62	
INVOICES TOTAL:		2,080.77	

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,386.40
1 HAWKINS INC	CHEMICAL SUPPLIES	2,594.92
1 HAWKINS INC	CHEMICAL SUPPLIES	3,175.37
1 HAWKINS INC	CHEMICAL SUPPLIES	2,386.40
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	1,659.57
INVOICES TOTAL:		12,202.66

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIMBALL MIDWEST	MAINTENANCE SUPPLIES	164.33
INVOICES TOTAL:		164.33

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 WEX BANK	FUEL PURCHASES	883.13
INVOICES TOTAL:		883.13	

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 SEBIS DIRECT INC	MAY BILLS POSTAGE	1,679.40
INVOICES TOTAL:		1,679.40	

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534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	144.98
1 BRAY SALES MIDWEST	MAINTENANCE SUPPLIES	426.54
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	36.44
1 FLOW-TECHNICS INC	PUMP REPAIRS	1,006.00
1 FLOW-TECHNICS INC	PUMP REPLACEMENT	3,876.62
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	33.01
1 LIONHEART CRITICAL POWER	EQUIPMENT MAINTENANCE	3,395.00
INVOICES TOTAL:		8,918.59

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING SUPPLIES INC	GRASS SEED/LANDSCAPING SUPPLIES	188.15
INVOICES TOTAL:		188.15

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	51.60
1 UNIFIRST CORPORATION	MATS	12.39
1 UNIFIRST CORPORATION	MATS	12.39
1 UNIFIRST CORPORATION	MATS	12.39
INVOICES TOTAL:		88.77

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	CONFERENCE FEES	180.00
INVOICES TOTAL:		180.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX VALLEY OPERATORS ASSOC	ANNUAL MEMBERSHIP DUES	100.00
INVOICES TOTAL:		100.00

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	BASIN M-5 SSES	2,797.11
INVOICES TOTAL:		2,797.11

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	CREDIT - REDUCTION/ANNUAL CHARGES	-56.71

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1 UNIFIRST CORPORATION	MATS	14.10
1 UNIFIRST CORPORATION	MATS	14.10
1 UNIFIRST CORPORATION	MATS	14.10
INVOICES TOTAL:		-14.41

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	102.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	77.89
INVOICES TOTAL:		305.02

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	1,685.71
INVOICES TOTAL:		1,685.71

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION REPAIRS	132.00
INVOICES TOTAL:		132.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	98.76
1 LIFTEK INC	MONTHLY ELEVATOR SERVICE	95.00
1 LIFTEK INC	MONTHLY ELEVATOR SERVICE	95.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	282.35
INVOICES TOTAL:		1,121.11

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	500.00
1 LIFTEK INC	ELEVATOR MAINTENANCE	690.00
1 TEMPERATURE ENGINEERING INC	HEATING UNIT REPAIRS	314.38
INVOICES TOTAL:		1,504.38

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	36.74
1 SUPPLYWORKS	BATH TISSUE/TRASH BAGS	214.71
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	381.00
INVOICES TOTAL:		632.45

** Indicates pre-issue check.

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534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	MISC. CHARGES	4.10
INVOICES TOTAL:		4.10

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	241.00
1 ACUSHNET COMPANY	GOLF BALLS	119.00
1 WILSON SPORTING GOODS	GOLF CLUBS/BALLS	317.57
1 WILSON SPORTING GOODS	GOLF BALLS	80.59
1 WILSON SPORTING GOODS	GOLF BALLS	161.17
INVOICES TOTAL:		919.33

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY	GOLF CLUBS	145.74
1 WILSON SPORTING GOODS	GOLF CLUBS/BALLS	390.00
INVOICES TOTAL:		535.74

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEAR FOR SPORTS	MISC. GOLF MERCHANDISE	403.43
1 GEAR FOR SPORTS	MISC. GOLF MERCHANDISE	666.20
INVOICES TOTAL:		1,069.63

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE PGA OF AMERICA	ANNUAL MEMBERSHIP DUES	739.00
INVOICES TOTAL:		739.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
INVOICES TOTAL:		100.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES TURF LLC	FERTILIZER	3,719.25
1 SOIL TECHNOLOGIES CORP	POND KLEEN/SUPPLIES	1,890.05
INVOICES TOTAL:		5,609.30

** Indicates pre-issue check.

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534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	402.43
	INVOICES TOTAL:	402.43

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	IRRIGATION HOSE	253.00
	INVOICES TOTAL:	253.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TURFGRASS FOUNDATION	EVENT REGISTRATION	170.00
	INVOICES TOTAL:	170.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF COURSE SUPERINTENDENTS	ANNUAL MEMBERSHIP RENEWAL	435.00
1 ILLINOIS TURFGRASS FOUNDATION	MEMBERSHIP RENEWAL	125.00
	INVOICES TOTAL:	560.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	LEGAL NOTICE	87.40
	INVOICES TOTAL:	87.40

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
** 1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	INVOICES TOTAL:	597.74

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	29.09
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	CREDIT - RETURNED ITEMS	-77.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.53
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	66.40
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	76.59

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1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	400.00
		<u>INVOICES TOTAL:</u> 633.64

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LOGSDON OFFICE SUPPLY	CHAIRMAT	14.00
		<u>INVOICES TOTAL:</u> 14.00

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ELGIN BEVERAGE CO	BEER PURCHASE	58.68
1 EUCLID BEVERAGE LLC	BEER PURCHASE	104.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	210.12
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	77.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	78.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	102.27
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	35.00
1 GRECO AND SONS INC	FOOD PURCHASE	76.50
1 GRECO AND SONS INC	FOOD PURCHASE	144.44
1 GRECO AND SONS INC	FOOD PURCHASE	162.37
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	58.50
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	50.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	46.94
1 LAKESHORE BEVERAGE	BEER PURCHASE	30.62
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	164.45
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	88.95
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	344.59
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	126.40
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	170.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	109.84
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - RETURNED ITEM	-52.06
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	879.95
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	456.01
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	74.24
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	320.24
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	513.71
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - RETURNED ITEM	-27.72
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	212.93
		<u>INVOICES TOTAL:</u> 4,617.96

5570-GOLF BANQUET EXPENSES

511200-TEMPORARY SALARIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SURESTAFF INC	TEMPORARY STAFFING	137.20
		<u>INVOICES TOTAL:</u> 137.20

** Indicates pre-issue check.

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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	77.12
1 ALSCO	LINEN SERVICES	131.31
1 ALSCO	LINEN SERVICES	281.94
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
** 1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1 INDUSTRIAL DOOR COMPANY	PARTITION WALL MAINTENANCE	315.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
INVOICES TOTAL:		1,410.13

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	29.09
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	279.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	147.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	98.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.53
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	7.99
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	113.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	20.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	27.74
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	76.59
INVOICES TOTAL:		838.88

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	CHAIRMAT	41.99
INVOICES TOTAL:		41.99

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	112.50
1 CAPUTO'S FRESH MARKETS	FOOD PURCHASE	29.94
1 EUCLID BEVERAGE LLC	BEER PURCHASE	104.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	115.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	654.46
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,194.32
1 GRECO AND SONS INC	FOOD PURCHASE	170.82
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	245.93
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	753.32
1 GRECO AND SONS INC	FOOD PURCHASE	370.26
1 GRECO AND SONS INC	FOOD PURCHASE	762.85
1 GRECO AND SONS INC	FOOD PURCHASE	59.70
1 GRECO AND SONS INC	FOOD PURCHASE	22.98

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1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	150.00
1 HIGHLAND BAKING COMPANY	CREDIT - MISSING ITEM	-16.20
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	45.26
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	50.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	116.93
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	93.60
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	55.80
1 LAKESHORE BEVERAGE	BEER PURCHASE	30.63
1 NEW ALBERTSONS INC	FOOD PURCHASES	365.93
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	219.42
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	88.95
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	439.38
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	396.99
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	994.86
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,688.85
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	581.31
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,049.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	345.05
INVOICES TOTAL:		11,293.54

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RACHEL CAMPIONE	BASSET CERT/FOOD HANDLING PERMIT	23.94
1 KELSEY FOSS	BASSET CERTIFICATION	13.99
1 BARBARA JANSEN	BASSET CERTIFICATION	14.75
1 PAUL PETERSEN	BASSET CERTIFICATION	14.75
INVOICES TOTAL:		67.43

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	69.45
INVOICES TOTAL:		69.45

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	47.61
1 EUCLID BEVERAGE LLC	BEER PURCHASE	261.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	2.99
1 GRECO AND SONS INC	FOOD PURCHASE	499.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	112.80
1 GRECO AND SONS INC	FOOD PURCHASE	12.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	38.07
1 LAKESHORE BEVERAGE	BEER PURCHASE	53.25
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	219.43
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	137.20

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 INVOICES DUE ON/BEFORE 6/5/2018**

1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	160.40
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	456.02
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - ORDER WAS SHORT	-36.56
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	122.29
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	251.11
INVOICES TOTAL:		2,337.21

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	357.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	256.55
INVOICES TOTAL:		613.55

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TIME BUSINESS SYSTEMS INC	COMPUTER SYSTEM MAINTENANCE	219.33
INVOICES TOTAL:		219.33

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	221.51
1 UNIFIRST CORPORATION	MATS	46.30
1 UNIFIRST CORPORATION	MATS	46.30
1 UNIFIRST CORPORATION	MATS	46.30
INVOICES TOTAL:		360.41

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	206.77
1 COMCAST	TELEPHONE BILL	4,033.39
INVOICES TOTAL:		4,240.16

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	383.82
INVOICES TOTAL:		383.82

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	102.35
1 WAREHOUSE DIRECT	LANYARDS/POWER STRIP	22.81
1 WAREHOUSE DIRECT	PAPER	307.90
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SOAP/SUPPLIES	296.78
INVOICES TOTAL:		729.84

**VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/5/2018**

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WEST SIDE ELECTRIC SUPPLY INC	CREDIT - RETURN	-66.82
1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	118.92
	<u>INVOICES TOTAL:</u>	<u>52.10</u>

6100-VEHICLE REPLACEMENT EXPENSES

570500-WATER VEHICLE REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CURRIE MOTORS	NEW FORD TRANSIT VEHICLE	41,831.00
	<u>INVOICES TOTAL:</u>	<u>41,831.00</u>

570510-SEWER VEHICLE REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CURRIE MOTORS	NEW FORD PICK UP TRUCK	23,377.00
	<u>INVOICES TOTAL:</u>	<u>23,377.00</u>

570550-GOLF VEHICLE REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NADLER GOLF CAR SALES INC	CLUB CAR UTILITY VEHICLE	8,840.00
	<u>INVOICES TOTAL:</u>	<u>8,840.00</u>

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLINOIS STATE TREASURER	PENSION FUND COMPLIANCE FEE	7,532.83
	<u>INVOICES TOTAL:</u>	<u>7,532.83</u>

GRAND TOTAL: 1,105,845.90

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/5/2018

GENERAL FUND	468,788.89
MOTOR FUEL TAX FUND	391,896.92
MUNICIPAL BUILDING FUND	492.09
DEVELOPER DEPOSITS FUND	32,230.00
WATER FUND	36,885.20
SEWER FUND	49,497.40
PARKING FUND	2,108.32
GOLF FUND	35,767.04
CENTRAL SERVICES FUND	6,599.21
VEHICLE REPLACEMENT FUND	74,048.00
POLICE PENSION FUND	7,532.83
GRAND TOTAL	1,105,845.90

** Indicates pre-issue check.

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Administrative Intern
Date: May 25, 2018
Re: Bartlett Fourth of July Fireworks

The Bartlett Fourth of July Committee is planning a fireworks display as part of the Fourth of July Festival.

The contractor, Melrose Pyrotechnic Inc. has received the appropriate permit from the Bartlett Fire Protection District for the fireworks, which is attached for your review. Also attached for your review is Melrose Pyrotechnics' certificate of insurance which has been approved by the Village Attorney, the appropriate state pyrotechnic distributor and operator license and a map which shows where the fireworks are to be lit off from.

MOTION

I move to approve the fireworks display of the Bartlett Fourth of July Committee for the 2018 festival, being held on July 4, 2018

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 #: 18-002

Date Issued: May 24, 2018 **Expires:** July 5, 2018

Event Date: July 4, 2018 **Time:** 9:00pm-11:00pm

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

Activity: Fireworks Display [**x**] Bon Fire [] Other [] Flag Retirement Ceremony

Event: Bartlett Fourth of July Committee Annual Fireworks Display

Location: Bartlett Park District Grounds
Address: 700 S. Bartlett Road
Town: Bartlett, Illinois 60103

Applicant: Wanda Schoof - Melrose Pyrotechnics, Inc. IL License #IL06-OPF-00030
Address: P.O Box 302
Town: Kingsbury, IN 46345

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

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

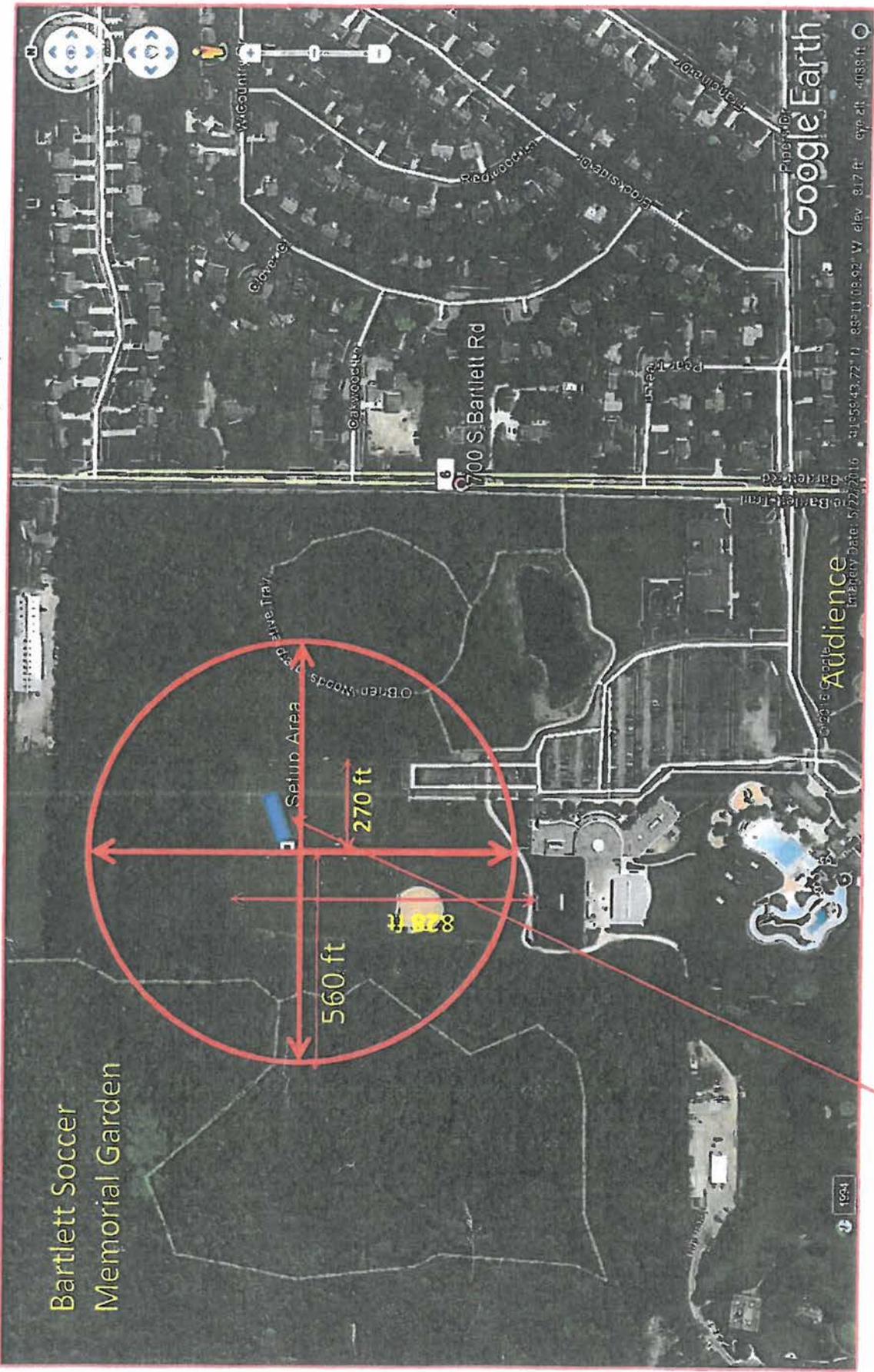
Approved By: 

Michael Heimbecker
Fire Marshal

Applicant Copy

Bartlett 4th of July
700 S. Bartlett Rd. Bartlett, IL

8 inch max Shell / 6 inch Angles
Wynn Cramer 03/01/2018



Launch Location: Setup Area: 50' x125' Site Radius: 560 ft From Setup Area.
Rack Banks run east/west



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2018

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

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

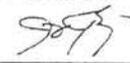
PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: _____ PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: _____	FAX (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE	
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	INSURER A: Everest National Insurance Company NAIC # 10120	
	INSURER B: LM Ins Corp	
	INSURER C: Everest Indemnity Insurance Co. 10851	
	INSURER D: Maxum Indemnity Company 26743	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 1621422847 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		S18ML00042-181	1/15/2018	1/15/2019	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/POP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S18CA00025-181	1/15/2018	1/15/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC6017975	1/15/2018	1/15/2019	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC734S381029 (IL)	4/4/2018	4/4/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER USL&H Included	
						E L EACH ACCIDENT	\$1,000,000
						E L DISEASE - EA EMPLOYEE	\$1,000,000
						E L DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement
 DISPLAY DATE: July 4, 2018
 LOCATION: Bartlett Soccer Memorial Garden, Bartlett, IL
 ADDITIONAL INSURED: The Village of Bartlett; The Bartlett Park District; The Bartlett Fire Protection District

CERTIFICATE HOLDER Bartlett 4th of July Committee 312 Queens Parkway Bartlett IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF ILLINOIS
 OFFICE OF THE STATE FIRE MARSHAL
 DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

MELROSE PYROTECHNICS INC
 PO BOX 302
 KINGSBURY, IN 46345

IL06-OPF-00030

License #

Matt Perez

Matt Perez

STATE FIRE MARSHAL

02/15/2021

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
STEVE LAVIGNA**
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

MELROSE PYROTECHNICS INC
d/b/a:

License #
IL12-O-00030-01041
Expires: **06/21/2021**




Matt Perez
STATE FIRE MARSHAL

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Administrative Intern
Date: May 25, 2018
Re: Fourth of July Carnival License Application

North American Midway Entertainment Company has submitted the carnival license application on behalf of the Bartlett Fourth of July Committee. The carnival is planned for July 4 – July 8, 2018 at Apple Orchard Community Park.

State law requires owners of carnivals to conduct, at the time of hire, a criminal history record check and a check of the sex offender’s registry for all carnival workers. North American Midway Entertainment Company is providing the background checks they did of their employees to our police department for review.

The company also submits a list of rides and our Building Department staff inspects them before the carnival can open for business. In addition to our inspection, the state also inspects rides for safety and attaches an approval sticker to each ride.

The appropriate certificate of insurance has been submitted and reviewed by the Village Attorney. The application is attached for your review.

MOTION

I move to approve the carnival license application submitted by North American Midway Entertainment Company on behalf of the Bartlett Fourth of July Committee for the operation of the carnival for July 4, 2018 – July 8, 2018.

VILLAGE OF BARTLETT
CARNIVAL LICENSE APPLICATION

1. Business Name: North American Midway Entertainment
Address: 2500 W. Higgins Rd. Ste. 205
City: Hoffman Estates State: IL Zip: 60169
Telephone Number: 847-885-2100
2. Name of Owner: TownSquare Media
Address: corporate office 109 S. Main St.
City: Farmland State: IN Zip: 47340
Telephone Number: 765-433-3038
4. Information of Operating Manager or authorized agent for the carnival, responsible for its physical operation:
Name: Tom Thebault / Wes Sparks
Telephone Number: 847-514-5178 / 847-323-8272
- 5.. Sponsoring Organization: Bartlett 4th of July Committee
6. Event Details:
Date(s) of Operation: Wed July 4 - Sun July 8. 2018
Hours of Operation: Wed Noon-11, Thur 5-11, Fri 5-11, Sat Noon-11, Sun 3-9
Location of Event: 620 W. Stearns Rd. Apple Orchard Park
Property Owner: Bartlett Park District

7. List any and all structures to be erected: GAME TENTS 10X10 / 12X12

8. List all carnival rides at the event: TENTATIVE

<u>ORBITER</u>	<u>STARSHIP</u>	<u>TORNADO</u>
<u>RING OF FIRE</u>	<u>YO YO</u>	<u>PHAROAH'S FURY</u>
<u>PERSIAN KAMEL</u>	<u>TILT A WHIRL</u>	
<u>CAROUSEL</u>	<u>DRAGON WAGON</u>	<u>FIRE CHIEF</u>
<u>RESCUE BOATS</u>	<u>FUN SLIDE</u>	<u>MINI INDY</u>
<u>DUNE BUGGIES</u>	<u>BALLOON RACE</u>	<u>JUMPING JACK</u>

ALL STRUCTURES AND CARNIVAL RIDES MUST BE INSPECTED PRIOR TO START OF EVENT

The following requirements MUST be furnished:

Certificate of Insurance in compliance with Section 3-4-11 of the Bartlett Municipal Code.

Background checks on all employees working the event must be completed and results provided to the Bartlett Police Department 7 days prior to the event.

FEE: \$50.00

WAIVED

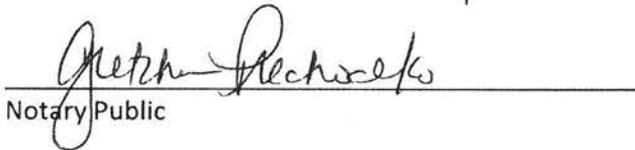
AFFIDAVIT

I, THOMAS THEBAULT, hereby declare, under oath, that the statements made herein are true and correct to the best of my knowledge and belief. I further understand that any incorrect or fraudulent statement made in the application constitutes sufficient grounds for the immediate suspension and/or revocation of the permit within the Village of Bartlett



Signature of Applicant

Subscribed and sworn to by Thomas Thebault
Before me this 22 day of May, 2018


Notary Public



INVESTIGATION AUTHORIZATION

I, THOMAS THEBAULT, hereby authorize the Chief of Police of the Village of Bartlett to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies.


Signature of Applicant

Subscribed and sworn to by THOMAS THEBAULT
Before me this 22 day of MAY, 2018


Notary Public



MEMORANDUM

To: Paula Schumacher, Village Administrator
cc: Scott Skrycki, Assistant Village Administrator
Todd Dowden, Finance Director

From: Kevin DeRoo, Golf Course Superintendent
Phil Lenz, Golf Professional

Date: May 17, 2018

Re: Sale and Purchase of Golf Cars at Bartlett Hills

On April 12, 2018 the Village of Bartlett advertised to accept RFP's for the Lease/Purchase of seventy-six (76) new Gasoline Golf Cars and also for the sale/trade of our existing fleet of seventy-six (76) 2011 Club Car Golf Cars. These RFP's were due no later than 11:00 am. April 30, 2018. Two were received, one (1) from Nadler Golf Car Sales of Aurora, Illinois which represents Club Car, and one (1) from Harris Golf Cars of Sugar Grove, Illinois which represents Yamaha Golf Cars.

Each dealer proposed to lease/sell to us seventy-six (76) new gasoline powered golf cars equipped with sun roofs, fold down windshields, sweater baskets, bag protectors, wheel covers, information sign holders, divot repair bottles and holders, fleet car numbers, and six (6) mounted spare tires. Harris Golf Cars proposal included their 2019 Model Year Yamaha Quietech EFI (Electronic Fuel Injection) Gasoline Golf Car. Nadler Golf Car proposal included their 2018 Model Year Club Car Precedent i2 Gasoline Golf Car.

Also as parts of the RFP, prospective dealers were asked to provide a payment schedule over a five (5) year term and over a six (6) year term. As a Bid Alternate they were asked to provide the same information that included GPS unit for each cart. Finally, proposers were asked to provide a price to purchase the cars at the

end of the lease term and a guaranteed minimum trade-in value for a new fleet of cars after the five (5) and six (6) years.

When analyzing the numbers, across the board the Village can save approximately \$9,500.00 in interest payments by going with the five (5) year lease instead of the six (6) year.

The following list shows a summary of each proposal for a five (5) year lease term. Proposals are as follows:

<u>ITEM</u>	<u>PROPOSAL</u>	
	Harris Golf Car	Nadler Golf Car
Base Price & Loan Interest	\$ 420,787.68	\$ 363,230.56
Trade-In Credit for fleet	- <u>\$ 167,000.00</u>	- <u>\$ 163,400.00</u>
Balance	\$ 253, 787.68	\$ 199,830.56
Annual Payments for 4 Years	\$ 63,446.92	\$ 49,957.64

Only one of the bidders included the GPS Bid Alternate in their proposal. Nadler Golf Car Sales bid alternate price including Trade-In Credit for our existing fleet would amount to \$271,873.60 or four (4) annual payments of \$67,968.40 a difference of \$18,010.76 annually to their price of carts without GPS.

Because we received only one price and the price differential between the cars with the GPS and those without was rather costly, staff is recommending to not include the GPS Alternate at this time. Also, the GPS units can be added to the cart fleet if deemed prudent and necessary at any time in the future.

A proposal for a service contract for the new fleet was also requested to be included in the RFP, however, because of the manufacturer`s warranty offered on the new golf cars and our level of staffing related to golf car maintenance we do not have an immediate need to include a maintenance contract at this time. We can revisit this subject as well if we find a need for such a service contract at any time at a later date.

As stated before the RFP also requested bidders to give a trade-in price for the entire fleet at the end of the five (5) year lease term. Nadler Golf Car Sales guaranteed a greater trade-in value for a new fleet after the end of the five (5) year lease term if we chose to replace the entire fleet at that time. Nadler is offering \$3,700.00/cart, while Harris Golf Cars is offering \$3,110.00/cart a \$590.00/cart difference for a total of \$44,840.00.

Alternatively the Village can purchase the entire replacement golf cart fleet at the end of the five (5) year lease term for \$1.00 for the entire fleet of seventy-six (76) carts from Nadler Golf Car Sales compared to \$76.00 (or \$1.00/cart) as proposed by Harris Golf Cars.

After analyzing all the information the clear choice would be to approve the proposal submitted by Nadler Golf Car Sales and Trade-In the Village's existing golf car fleet and enter a lease/purchase agreement for seventy-six (76) new 2018 Club Car Precedent i2 gasoline golf cars. After utilizing the trade-in credit for our existing fleet for the first year payment on a new fleet, our net lease annual payment starting July 1, 2019 would be \$49,957.64 for the Club Car from Nadler, versus \$63,446.92 for the Yamaha Car from Harris. That is a difference of \$53,957.12 over the five (5) years. In addition Nadler's guaranteed minimum trade-in value for a new fleet is \$3,700.00/car after five (5) years compared to \$3,110.00 offered by Harris, a difference of \$44,840.00 if the Village were to elect that option. If the Village elects to purchase the cars at the end of the five (5) year lease term the cost to purchase the Club car fleet would be \$1.00 versus a cost of \$76.00 to purchase the Yamaha golf car fleet.

Please note to offset the cost of the purchase of this new fleet, staff has already taken a few steps to alleviate this financial burden. The price for renting a golf cart has been increased this year a \$1.00 for fiscal year 2018/19, it will be proposed to raise another dollar for fiscal year 2019/20. This alone will generate \$44,000 annually. Also, the new golf car is also 60% more fuel efficient than our present car, this efficiency will amount to a cost savings of approximately \$6,000.00 per year. Additional savings will be realized in the maintenance of a new fleet versus one that is seven years old in the amount of \$5,000 -\$7,000 annually.

What we cannot put a value on but certainly has a huge bearing on our decision making process is the perception the golfer has on our facility when we are renting golf cars that to say in the least have seen better days. Torn seats, non-existing baggage covers, parking brake related issues, broken seed and soil holders, and failing generator brushes are a few of the immediate concerns we have with our current fleet. To repair just these items would be an excess of \$35,000.00. This expenditure seems imprudent and somewhat impractical considering the age of our fleet.

At this time we would recommend the Village Board approve of the proposal from Nadler Golf Car Sales to purchase the golf car existing fleet with a sale price/lease trade-in credit amount of \$163,400.00 and enter the lease/purchase Agreement with DeLuge Landen Public Finance, LLC for seventy-six (76) new 2018-Model Year Precedent i2 gasoline golf cars to be delivered by Nadler Golf Car Sales, Inc. of Aurora, Illinois, for a net price of \$49,957.64 per year for four (4) years. Because we are utilizing the trade-in credit amount from our current fleet to subsidize the first full year payment of the new five (5) year lease, zero dollars was budgeted in 2018/19 for this purchase. Staff recommends that the Board pass the attached Ordinance prepared by the Village Attorney, to approve the proposal by Nadler Golf Car Sales, Inc. of Aurora, Illinois.

MOTION

I move the passage of Ordinance 2018 - _____ “ An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Bartlett and Approving a Lease/Purchase Agreement for seventy-six (76) New Golf Cars.”

ORDINANCE 2018 - _____

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL
PROPERTY OWNED BY THE VILLAGE OF BARTLETT AND APPROVING A
LEASE-PURCHASE AGREEMENT FOR SEVENTY-SIX (76) NEW GOLF CARS**

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 desires to sell "no longer necessary or useful to, or for the best interests 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, the Village of Bartlett (the "Village") owns and operates the Bartlett Hills Golf Course (the "Golf Course"); and

WHEREAS, the Village owns seventy-six (76) 2011 Club Car gasoline golf cars (collectively, the "Existing Golf Car Fleet"), which due to the age and extensive use of the Existing Golf Car Fleet requires extensive maintenance and repairs, and/or has value for trade-in purposes as credit toward the lease/purchase of new replacement golf cars; and

WHEREAS, the Village has determined that due to the age and extensive maintenance required on Existing Golf Car Fleet, and the trade-in value of the Existing Golf Car Fleet, that the Existing Golf Car Fleet is no longer necessary or useful to the Village and/or it is in the best interests of the Village to sell and/or trade it in; and

WHEREAS, the Village has advertised and solicited a request for proposals ("RFP") for the sale/trade-in of the Existing Golf Car Fleet comprised of 76 Club Car golf cars from the Village, and as part of the said RFP solicited proposals from various golf

car dealers representing different golf car manufacturers for the lease/purchase of seventy-six (76) new golf cars (the "Replacement Golf Car Fleet"); and

WHEREAS, the highest proposed sale price/lease credit received by the Village for the Existing Golf Car Fleet was from Harris Golf Cars for \$167,200, which it made contingent on the Village purchasing or leasing Yamaha golf cars, and the next highest sale price/lease credit received was from Nadler Golf Car Sales, Inc. ("Nadler") in the amount of \$163,400.00 (the "Trade-In Lease Credit"); and

WHEREAS, the lowest proposed cost for the Replacement Golf Car Fleet received by the Village for golf cars meeting the specifications set forth in the RFP was received from Nadler in the amount of \$363,230, but after applying the Trade-In/Lease Credit, is \$199,830.56, compared to the next lowest proposal from Harris of \$420,787.68, which after applying its Trade-In/Lease Credit, is \$253,787.66; and

WHEREAS, after applying the trade-in credit to the Nadler proposal, the Village will owe \$49,957.64 for four years starting in the second year of the Lease, compared to the proposal from Harris, which after applying its higher trade-in amount, would result in the Village owing \$63, 446.92 per year for four years, making the Nadler proposal lower in cost to the Village; and

WHEREAS, under the terms of Nadler's proposal the Replacement Golf Cars can be purchased by the Village at the end of the five (5) year lease term for \$1.00, and have a guaranteed minimum trade-in value at the end of said five (5) year term of \$3,700.00 per golf car compared to Harris' guaranteed trade-in value of \$3,110.00 per golf car at the end of the term; and

WHEREAS, the Board has determined that the trade-in/lease credit of the Existing Golf Fleet coupled with the lease/purchase of the Replacement Golf Car Fleet

is not suitable for public bidding, but is better suited for the advertised request for proposal process utilized by staff that has resulted in a lower overall cost to the Village and its residents;

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 (65 ILCS 5/11-76-4), the President and Board of Trustees of the Village find and declare that the Existing Golf Car Fleet, described on Exhibit A attached hereto, are no longer necessary or useful to or for the best interests of the Village.

SECTION TWO: The Village Administrator is hereby authorized to sell/trade-in the Existing Golf Car Fleet to Nadler for a trade-in/lease credit in the amount of \$163,400.00 applied against the cost of the lease/purchase of the seventy-six (76) new 2018 Club Car Model Precedent i2 and i3 gasoline golf cars meeting the specifications set forth in the RFP.

SECTION THREE: The Village Administrator is hereby authorized and directed to sign a bill of sale and such other documents as may be necessary to transfer ownership of the Existing Golf Car Fleet, as provided in Section Two herein.

SECTION FOUR: The Board of Trustees hereby waives competitive bidding and advertising for bids in connection with the purchase of the Replacement Golf Car Fleet and in lieu thereof approves of the competitive RFP and advertisement process utilized by the Village staff to secure competitive proposals for the sale/trade-in of the Existing Golf Car Fleet and the lease/purchase of a Replacement Golf Car Fleet, and hereby approves of the proposal submitted by Nadler attached hereto as Exhibit B (the "Nadler Proposal") at a total net sum of \$49,960.40 per year for years two through

five of a five year Lease term beginning July 1, 2019 of the Lease described in Section Five of this Ordinance for the lease/purchase and delivery of seventy-six (76) new 2018 Club Car Model Precedent i2 and i3 gasoline golf cars.

SECTION FIVE: The State and Local Government Lease Purchase Agreement (the "Lease") between De Lage Landen Public Finance LLC ("Lessor") and the Village of Bartlett ("Lessee"), a copy of which is attached hereto as Exhibit C and expressly incorporated herein, is hereby approved and the Village Administrator is hereby authorized and directed to execute the Lease and such other documents as required therein, on behalf of the Village for the lease/purchase of the Replacement Golf Car Fleet as described therein at a net sum of \$49,957.64 per year for years two through five of the five year Lease term, after applying the entire offer to purchase the Existing Golf Car fleet as a trade-in credit applied to the first year of the Lease.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 5, 2018

APPROVED: June, 5, 2018

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 2018 - _____ enacted on June 5, 2018, and approved on June 5, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 100-10185297

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: **AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX**

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

- Insurance Certificate for Property** – List De Lage Landen Public Finance LLC and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List De Lage Landen Public Finance LLC and/or Its Assigns as “additional insured.”
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form**
- Advance payment check** made payable to De Lage Landen Public Finance LLC
- State sales tax exemption certificate**
- Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- Municipal Authorization - (2 signers)**
- Incumbency Certificate** (lease signer in middle section, bottom MUST be signed by separate signer)

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: Jimmy King

Email: jking@leasedirect.com

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name VILLAGE OF BARTLETT, IL	Phone Number 6305405944
	DBA Name (if any)	Purchase Order Requisition Number
Billing Address 228 S MAIN ST	City BARTLETT	State IL
	Zip 60103	Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				See Attachment 2 for equipment description
	Equipment Location (if not same as above)		City	State Zip

PAYMENT INFORMATION	Number of Lease Payments 5	Lease Payments: See Lease Payment Schedule Attached as Attachment 1	BANK QUALIFICATION
	Full Lease Term (in Months) 48	Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other _____ End of Lease Option: S1	
			By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation VILLAGE OF BARTLETT, IL	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number 100-10185297	
	Lease Date May 18, 2018	
	Vendor I.D. Number 0000240372	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOU need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

CERTIFICATE OF INCUMBENCY AND AUTHORITY

The undersigned, Secretary or Clerk of VILLAGE OF BARTLETT, IL ("Obligor"), does hereby certify that:

1. He or she is the duly elected, qualified and acting Secretary or Clerk of Obligor.
2. Set forth below are the names and genuine signatures of individuals ("Authorized Officers") who hold the offices set forth opposite their respective names.
3. Each of the Authorized Officers is legally authorized to enter into any and all agreements with **De Lage Landen Public Finance LLC** ("Lender") on behalf of Obligor.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this _____ day of _____, 20_____.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

(COMPANY SEAL)

OBLIGOR	Obligor <u>VILLAGE OF BARTLETT, IL</u>
	Signature X _____
	Print Name _____
	Title _____
	Date _____
	(THIS SIGNATURE IS TO BE EXECUTED BY A PERSON OTHER THAN THE PERSON OR PERSONS THAT SIGNED IN SECTION 3 ABOVE.)

16PFDOC275

MUNICIPAL AUTHORIZATION

Date: May 18, 2018

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated May 18, 2018 between De Lage Landen Public Finance LLC (herein called "Creditor") and VILLAGE OF BARTLETT, IL (herein called "Obligor") for the financing of See Attachment 2 for equipment descri(equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

CREDITOR SIGNATURE	Creditor Name <u>De Lage Landen Public Finance LLC</u>
	Signature X _____
	Print Name _____
	Title _____

OBLIGOR SIGNATURE	Obligor Name <u>VILLAGE OF BARTLETT, IL</u>
	Signature X _____
	Print Name _____
	Title _____

OBLIGOR SIGNATURE	Obligor Name <u>VILLAGE OF BARTLETT, IL</u>
	Signature X _____
	Print Name _____
	Title _____

17DLL1128

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: VILLAGE OF BARTLETT, IL

LEASE NUMBER: 100-10185297

LEASE DATE: May 18, 20 18

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	7/1/2018	0	0.00	0.00	340,860.00	-
1	8/1/2018	163,400.00	1,326.46	162,073.54	178,786.46	182,362.19
2	7/1/2019	49,957.64	7,803.92	42,153.72	136,632.74	139,365.39
3	7/1/2020	49,957.64	6,518.85	43,438.79	93,193.95	95,057.83
4	7/1/2021	49,957.64	4,446.35	45,511.29	47,682.66	48,636.31
5	7/1/2022	49,957.64	2,274.98	47,682.66	0.00	0.00
Grand Totals		363,230.56	22,370.56	340,860.00		

Sales tax of \$0.00 is included in the financed amount shown above.

The interest rate reflected herein is provided as an indication only and may need to be revised prior to closing. The Lessor will make reasonable efforts to maintain the rate presented herein. However, the rate may need to be revised prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lessor's cost of funds), the interest rate will be indexed to reflect adjustments to the Lender's actual cost of funds due to market and legal changes incurred since the date of this documentation.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: De Lage Landen Public Finance LLC

LESSEE: VILLAGE OF BARTLETT, IL

LEASE NUMBER: 100-10185297

LEASE DATE: May 18, 20 18

Quantity	Description/Serial No./Model No.	Location
76	2018 Club Car Precedent i2 gas golf cars with attachments please see attached spreadsheet for serial numbers	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES NO If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES NO If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	XXXXXX
12 Health and hospital	12	XXXXXX
13 Transportation	13	XXXXXX
14 Public safety	14	XXXXXX
15 Environment (including sewage bonds)	15	XXXXXX
16 Housing	16	XXXXXX
17 Utilities	17	XXXXXX
18 Other. Describe ►	18	XXXXXX
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 XXXXXX	\$ XXXXXX	\$ XXXXXX	XXXXXX years	XXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	XXXXXX
23 Issue price of entire issue (enter amount from line 21, column (b))	23	XXXXXX
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	XXXXXX
25 Proceeds used for credit enhancement	25	XXXXXX
26 Proceeds allocated to reasonably required reserve or replacement fund	26	XXXXXX
27 Proceeds used to currently refund prior issues	27	XXXXXX
28 Proceeds used to advance refund prior issues	28	XXXXXX
29 Total (add lines 24 through 28)	29	XXXXXX
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	XXXXXX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	XXXXXX years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	XXXXXX years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	XXXXXX
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	XXXXXX

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

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

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the **Amended Return** box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

 Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue

 Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(f) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAP:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of May 18, 20 18, between **De Lage Landen Public Finance LLC**, as Lessor, and VILLAGE OF BARTLETT, IL, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee VILLAGE OF BARTLETT, IL
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1

Village of Bartlett

Finance Department Memo

2018-18

DATE: May 23, 2018

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Bluff City TIF Developer Note Certificate of Expenditure

In September 2009, the Village issued a Developer Note not to exceed \$13,500,000 to Bluff City for public improvements in the Bluff City TIF. Bluff City advances funds from their own sources and submits a Request for Issuance to the Village requesting that the Village issue its Certificate of Expenditure and authorize the Village Treasurer to endorse the Developer Note to the amount approved by the Village to enable the Developer to be reimbursed if and when there is sufficient tax increment to do so, and after all other TIF obligations are paid.

Attached are a Resolution and several documents to approve the fourth Certificate of Expenditure and endorsement to the Developer Note request for the Bluff City TIF development. The fourth Request for Issuance amount is \$6,218,200.00. The Developer Note requires the reimbursement amount to be in increments of \$100. Therefore, this fourth Certificate of Expenditure on the Note will be in the amount of \$6,218,200.00. The attachments are various documents required by the Redevelopment Agreement. The attachments include:

1. Resolution Approving of Certificate of Expenditure No. 4
2. Request for Issuance
3. Owner's Sworn Statement
4. Developer's Sworn Statement.
5. Developer's Partial Waiver of Lien and Release
6. Village Public Works Engineer letter concurring with Request for Issuance No. 4
7. Certificate of Expenditure

Upon approval of the Resolution, the Certificate of Expenditure will be executed and the Developer Note endorsed in the amount of \$6,218,200, which the Village will pay as increment becomes available. Any monies due on the 2009 Developer Note, including accrued interest, will be payable solely from the Note Fund established pursuant to the Developer Note Ordinance.

MOTION: I MOVE TO APPROVE RESOLUTION 2018-_____ , A RESOLUTION APPROVING OF CERTIFICATE OF EXPENDITURE NO. 4 IN THE AMOUNT OF \$6,218,200 FOR THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2009, FOR THE BLUFF CITY QUARRY REDEVELOPMENT PROJECT

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF CERTIFICATE OF EXPENDITURE
NO. 4 IN THE AMOUNT OF \$6,218,200 FOR THE SUBORDINATE LIEN
TAX INCREMENT REVENUE NOTE, SERIES 2009, FOR THE BLUFF
CITY QUARRY REDEVELOPMENT PROJECT**

WHEREAS, pursuant to the Redevelopment Agreement dated as of March 17, 2009 between the Village and Bluff City, LLC, the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bluff City Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed Ordinance 2009-52 providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2009, in an amount not to exceed \$15,000,000 (the "Series 2009 Developer Note Ordinance"); and

WHEREAS, the Village issued the \$13,500,000 Subordinate Lien Limited Revenue Note, Series 2009, dated September 25, 2009 (the "Series 2009 Developer Note"); and

WHEREAS, Bluff City has delivered to the Village its Request for Issuance No. 4 requesting that it be reimbursed the sum of \$6,218,200.00 in Project Costs and that the Village issue its Certificate of Expenditure No. 4, and that the 2009 Developer Note be endorsed and be made payable in that amount; and

WHEREAS, Bluff City has submitted an owner's sworn statement, developer's sworn statement, waivers of lien, invoices, engineer's certification and opinion as to the value of the completed work and materials, and other documentation (the "Supporting Documentation") in support of its Request for Issuance No. 4 in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs, which documentation has been reviewed, and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by Request for Issuance No. 4; and

WHEREAS, the Series 2009 Subordinate Note requires advances to be in even increments of \$100;

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

SECTION ONE: The Request for Issuance No. 4 of Bluff City Materials, Inc. requesting the Village to issue a Certificate of Expenditure in the amount of \$6,218,200 attached hereto as Exhibit A is hereby approved; the Bluff City Redevelopment Project

Certificate of Expenditure No. 4 appended hereto as Exhibit B in the sum of \$6,218,200 is hereby approved; and the Village Administrator is hereby authorized and directed to execute and issue Bluff City Quarry Redevelopment Project Certificate of Expenditure No. 4, and the Finance Director/Treasurer is hereby authorized and directed to endorse the 2009 Developer Note to increase the outstanding principal amount thereon in the amount of \$6,218,200 dated as of the effective date of this Resolution.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 5, 2018

APPROVED: June 5, 2018

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 2018 - _____, enacted on June 5, 2018 and approved on June 5, 2018, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

REQUEST FOR ISSUANCE

The undersigned, Bluff City Materials, Inc., an Illinois corporation ("Developer"), in connection with its obligations in that certain Redevelopment and Financing Agreement dated as of March 17, 2009 between the Village of Bartlett (the "Village"), Developer and other affiliated parties (the "RDA"), which is incorporated herein by reference, hereby certifies, swears and affirms under oath to the Village as follows:

- 1) That since submission of the last Request for Issuance, if any, to the Village, Developer has expended or has caused to be expended the sum of \$ 6,218,200.00 in Redevelopment Project Costs (as defined in the RDA):

- 2) Total for which Request for Issuance is sought: \$ 6,218,200.00
- 3) That all of the Redevelopment Project Costs have been made in accordance with the RDA, the TIF Obligations, and the Act.
- 4) That Developer requests that the Village issue its Certificate of Expenditure (as defined in the RDA) certifying that the amount specified in Item 2 is eligible for reimbursement in accordance with the TIF Obligations, the RDA and the Act.
- 5) That Developer, in compliance with the RDA, herewith submits the following documentation pursuant to and in compliance with Section 12-1 of the RDA:
 - a. With respect to Prior Redevelopment Project Costs:
 - i. sworn statements ;
 - ii. invoice and/or check copies ; and
 - iii. _____ .

 - b. With respect to Reclamation Work:
 - i. sworn statements ;
 - ii. engineer's certification with ; and
 - iii. topographical survey .

 - c. With respect to Other Work:
 - i. _____ ;
 - ii. _____ ; and
 - iii. _____ .

- 6) Developer hereby certifies to the Village that, as of the date hereof:
 - a. The total amount of this Request for Issuance represents the actual amount currently payable to the third parties in connection with the Redevelopment Project Costs;
 - b. No default or uncured event of default exists under the RDA;

c. Developer has received no notice and has no knowledge of any liens or claims of liens filed or threatened against the Redevelopment Project Area except for the following:

7) Developer hereby certifies that it has complied with all of the requirements and has otherwise satisfied all of the conditions precedent, in any way relating to the RDA in connection with the Redevelopment Project Costs and the Developer Reimbursement Amount.

IN WITNESS WHEREOF, the Developer has executed and delivered this Request for Issuance as of the date first above written.

BLUFF CITY MATERIALS, INC.

By: [Signature]
Its: President

Subscribed and Sworn to before me
This 18th day of May, 2018.

[Signature]
Notary Public



APPROVED:
VILLAGE OF BARTLETT, an Illinois
Municipal Corporation

By: _____
Its Village Administrator

- 1) Date of Approval _____
- 2) Amount of Approval by this Request for Issuance \$ _____
- 3) Total Amount Approved \$ _____
- 4) Total New Principal Balance (Sum of 2 and 3) \$ _____
- 5) Interest Accrual Date for 4 _____
- 6) Total Interest Accrued to the Date Specified in 5 _____

OWNER'S SWORN STATEMENT

BLUFF CITY/BLUE HERON TIF
BARTLETT, IL
01/01/11 - 12/31/16

REQUEST OF ISSUANCE #4

Bluff City Project #3508

State of ILLINOIS
County of KANE
Date: 06/30/2017

The affiant, Jacob Mrugacz, being first duly sworn on oath deposes and says that he/she is Manager of Bluff City, LLC, 2250 Southwind Blvd., Bartlett, IL 60103, that has contracted with The Village of Bartlett, 200 E. Main St., Bartlett, IL 60103 for the Development of the Bartlett TIF area on the following described premises in said County, to-wit: Bartlett, IL 60103, Kane County.

Item No.	Line Item Description	Total Contract Amount	Sub-Contractor	Total Complete	Previous Request	Current Request	Retention	Balance to Become Due
Uses:								
1	Site Preparation and Excavation Costs	\$ 9,600,000	Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 5,198,867.26	\$ 1,130,651.12	\$ 4,068,216.14		\$ 4,401,132.74
2	Public Road Improvements	\$ 3,100,000	Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 1,479,106.38	\$ 710,810.12	\$ 695,557.74	\$ 72,738.52	\$ 1,620,893.62
3	Public Infrastructure Costs	\$ 1,500,000		\$ 955,737.76	\$ -	\$ 926,341.86	\$ 29,395.90	\$ 544,262.24
4	Traffic Signalization	\$ 1,200,000	Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 40,347.90	\$ 40,347.90	\$ -		\$ 1,159,652.10
5	Soil Remediation	\$ 1,000,000		\$ -	\$ -	\$ -		\$ 1,000,000.00
6	Bike Paths	\$ 200,000		\$ -	\$ -	\$ -		\$ 200,000.00
7	Utilities	\$ 750,000		\$ -	\$ -	\$ -		\$ 750,000.00
8	Streetscape Improvements	\$ 500,000		\$ 46,789.63	\$ -	\$ 46,789.63		\$ 453,210.37
9	Engineering and Design	\$ 1,600,000	Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 367,947.83	\$ 70,186.51	\$ 297,761.32		\$ 1,232,052.17
10	Costs of Issuance	\$ 200,000	Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 529,106.91	\$ 345,561.72	\$ 183,545.19		\$ (329,106.91)
Grand Totals		\$ 19,650,000	REQUEST OF ISSUANCE #4:	\$ 8,617,903.67	\$ 2,297,557.37	\$ 6,218,211.88	\$ 102,134.42	\$ 11,032,096.33

Work Completed to Date \$ 8,617,903.67
 Less Retainage \$ 102,134.42
 Net Amount Earned \$ 8,515,769.25
 Net Previously Paid \$ 2,297,557.37
 Net Amount of This Payment \$ **6,218,211.88**
 Balance to Become Due (Incl. Retention) \$ 11,032,096.33

I, as an manager of Bluff City, LLC, certify that to the best of my knowledge, the information provided in this pay estimate is true and accurate. I agree to furnish Waivers of Lien for materials under my contract when demanded.

Signed: Jacob Mrugacz
 Position: Manager

Subscribed and sworn to before me this 18th day of May, 2018

Donna S. Elischer
 Notary Public - Donna S. Elischer



DEVELOPER'S SWORN STATEMENT

BLUFF CITY/BLUE HERON TIF
BARTLETT, IL
01/01/11 - 12/31/16

REQUEST OF ISSUANCE #4

Bluff City Project #3508

State of ILLINOIS
County of KANE
Date: 06/30/2017

The affiant, Jacob Mrugacz, being first duly sworn on oath deposes and says that he/she is Manager of Bluff City Materials, Inc., 2252 Southwind Blvd., Bartlett, IL 60103, that has contracted with The Village of Bartlett, 200 E. Main St., Bartlett, IL 60103 for the Development of the Bartlett TIF area on the following described premises in said County, to-wit: Bartlett, IL 60103, Kane County.

Item No.	Line Item Description	Total Contract Amount	Sub-Contractor	Total Complete	Previous Request	Current Request	Retention	Balance to Become Due Incl. Retention
	Uses:							
1	Site Preparation and Excavation Costs	\$ 9,600,000						\$ 4,401,132.74
			Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 4,934,013.17	\$ 1,130,651.12	\$ 3,803,362.05		
			James L. Lord, Inc. 27W31 Hoy Ave., Warrenville, IL 60555	\$ 12,139.00	\$ -	\$ 12,139.00		
			LaFarge Aggregates Illinois, Inc. Dept CH 19393, Palatine, IL 60055	\$ 242,630.72	\$ -	\$ 242,630.72		
			Zimmerman Landscaping, Inc. 1118 Century Oaks Dr., Elgin, IL 60123	\$ 10,084.37	\$ -	\$ 10,084.37		
2	Public Road Improvements	\$ 3,100,000						\$ 1,620,893.62
			Village of Bartlett 228 S. Main St., Bartlett, IL 60103	\$ 710,810.12	\$ 710,810.12	\$ -	\$ -	
			Abbey Paving Co., Inc. 21949 County Line Rd, Aurora, IL 60502	\$ 180,846.85	\$ -	\$ 162,943.47	\$ 17,903.38	
			Alliance Concrete Sawing & Drilling 570 Rock Road Dr., Unit N East Dundee, IL 60118	\$ 707.50	\$ -	\$ 707.50	\$ -	
			Champion Paving Corp. P.O. Box 610, Hampshire, IL 60140	\$ 28,900.00	\$ -	\$ 28,900.00		
			Concrete Specialties 1375 Gifford Rd., Elgin, IL 60120	\$ 6,708.95	\$ -	\$ 6,708.95		
			Geneva Construction Company P.O. Box 998, Aurora, IL 60507	\$ 548,351.24	\$ -	\$ 493,516.10	\$ 54,835.14	
			Hard Rock Concrete Cutters, Inc. 601 Chaddick Dr., Wheeling, IL 60090	\$ 495.00	\$ -	\$ 495.00		
			TAM Trucking, Inc. 21235 Humbracht Circle Unit B, Bartlett, IL 60103	\$ 1,147.50	\$ -	\$ 1,147.50		
			Traffic Services, Inc. 2260 Southwind Blvd. Bartlett, IL 60103	\$ 734.02	\$ -	\$ 734.02		
			United Rentals 2201 E. Higgins Rd., Elk Grove Village, IL 60007	\$ 405.20	\$ -	\$ 405.20		
3	Public Infrastructure Costs	\$ 1,500,000		\$ -	\$ -	\$ -		\$ 544,262.24
			H.R. Stewart, Inc. 52 W. Crystal St., Cary, IL 60013	\$ 1,180.00	\$ -	\$ 1,180.00		
			Manhard Consulting 5900 Woodlands Parkway, Vernon Hills, IL 60061	\$ 30,067.50	\$ -	\$ 30,067.50		
			Neenah Foundry Box 729, Neenah, WI 54957	\$ 841.00	\$ -	\$ 841.00		
			Neslund & Associates 5115 S. River Rd, North Aurora, IL 60542	\$ 865,994.70	\$ -	\$ 836,598.80	\$ 29,395.90	
			Ozinga Ready Mix Concrete, Inc. P.O. Box 910, Frankfort, IL 60423	\$ 441.24	\$ -	\$ 441.24		
			Treasurer, State of Illinois Environmental Protection Permit & Inspection Fund, Springfield, IL	\$ 1,920.00	\$ -	\$ 1,920.00		
			Vulcan Materials Company 14999 Collections Center, Chicago, IL 60693	\$ 54,136.97	\$ -	\$ 54,136.97		
			Welch Bros., Inc. 1050 St. Charles St., Elgin, IL 60121	\$ 578.85	\$ -	\$ 578.85		
			Winters Landscape 50W410 Marcy Rd., Sycamore, IL 60178	\$ 577.50	\$ -	\$ 577.50		
4	Traffic Signalization	\$ 1,200,000	Village of Bartlett 228 S. Main St., Bartlett, IL 60103	\$ 40,347.90	\$ 40,347.90	\$ -		\$ 1,159,652.10
5	Soil Remediation	\$ 1,000,000		\$ -	\$ -	\$ -		\$ 1,000,000.00
6	Bike Paths	\$ 200,000		\$ -	\$ -	\$ -		\$ 200,000.00
7	Utilities	\$ 750,000		\$ -	\$ -	\$ -		\$ 750,000.00

Item No.	Line Item Description	Total Contract Amount	Sub-Contractor	Total Complete	Previous Request	Current Request	Retention	Balance to Become Due Incl. Retention			
8	Streetscape Improvements	\$ 500,000						\$ 453,210.37			
			Homer Tree Service, Inc. 216464 W. 143rd St., Lockport, IL 60441	\$ 5,000.00	\$ -	\$ 5,000.00					
			Sleeth Electric 48W605 Hinckley Rd, Big Rock, IL 60511	\$ 41,789.63	\$ -	\$ 41,789.63					
9	Engineering and Design	\$ 1,600,000						\$ 1,232,052.17			
			Mackie Consultants, LLC 9575 W Higgins Ste 500, Rosemont, IL 60018	\$ 310,778.72	\$ 52,255.91	\$ 258,522.81					
			Abbott Engineering, LLC 2252 Southwind Blvd., Bartlett, IL 60103	\$ 5,260.11	\$ 2,679.05	\$ 2,581.06					
			Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	\$ 1,965.55	\$ 1,965.55	\$ -					
			S.T.A.T.E. Testing, L.L.C. 570 Rock Rd., Unit K, East Dundee, IL 60118	\$ 11,473.00	\$ 10,706.00	\$ 767.00					
			Soos & Associates, Inc. 5105 Schelter Rd., Lincolnshire, IL 60069	\$ 1,000.00	\$ 1,000.00	\$ -					
			Big Benuzzi's Industrial Guide, Inc. 20518 Laurel Dr., Barrington, IL 60010	\$ 2,180.00	\$ 1,580.00	\$ 600.00					
			Gary R. Weber Associates, Inc. 212 S. Main St., Wheaton, IL 60187	\$ 589.50	\$ -	\$ 589.50					
			Illinois Construction and Environmental Consulting, Inc. 2399 Foster Ave., Wheeling, IL 60090	\$ 20,875.80	\$ -	\$ 20,875.80					
			Material Service Testing, Inc. 921 W. Van Buren St. #210 Chicago IL 60607	\$ 1,725.15	\$ -	\$ 1,725.15					
			Terracon 135 Ambassador Dr., Naperville, IL 60540	\$ 9,700.00	\$ -	\$ 9,700.00					
			True North Consultants 1240 Iroquois Ave, #206, Naperville IL 60563	\$ 2,400.00	\$ -	\$ 2,400.00					
			10	Costs of Issuance	\$ 200,000						\$ (329,106.91)
						Laube Consulting Group, LLC 200 S. Wacker Dr. Ste 3100 Chicago IL 60606	\$ 27,700.00	\$ 27,700.00	\$ -		
William Blair & Company 225 W. Adams St., Chicago, IL 60606	\$ 25,000.00	\$ 25,000.00				\$ -					
Mahoney, Silverman & Cross 822 Infantry Dr., Ste 100, Joliet, IL 60435	\$ 9,920.00	\$ 9,920.00				\$ -					
Guerard & Krasner 605 Lindsay Circle, North Aurora, IL 60542	\$ 22,500.00	\$ 22,500.00				\$ -					
Chapman & Cutler, LLP P.O. Box 71291, Chicago, IL 60694	\$ 35,000.00	\$ 35,000.00				\$ -					
Bryan E. Mraz & Associates 111 W. Irving Park Rd., Roselle, IL 60172	\$ 13,500.00	\$ 13,500.00				\$ -					
Lansu & Associates 1770 N Park St, Ste 202, Naperville, IL 60563	\$ 1,104.00	\$ 1,104.00				\$ -					
Maurides Foley Tabangay & Turner LLC 33 N LaSalle St., Ste 1910, Chicago, IL 60602	\$ 134,136.58	\$ 133,522.52				\$ 614.06					
Village of Bartlett 228 S. Main St., Bartlett, IL 60103	\$ 58,429.16	\$ 51,547.16				\$ 6,882.00					
Bluff City, LLC 2250 Southwind Blvd., Bartlett, IL 60103	\$ 19,447.47	\$ 19,447.47				\$ -					
JPMorgan Chase Bank, N.A. 21591 Network Place, Chicago, IL 60673	\$ 66,193.70	\$ 6,320.57				\$ 59,873.13					
Abbott Land & Investment Corp. 2250 Southwind Blvd., Bartlett, IL 60103	\$ 90,000.00	\$ -				\$ 90,000.00					
Assurance Agency, Ltd. 1750 E. Golf Rd., Schaumburg, IL 60173	\$ 25,176.00	\$ -				\$ 25,176.00					
Lee & Associates of Illinois, LLC 8755 W Higgins, Ste 1000, Chicago, IL 60631	\$ 1,000.00	\$ -				\$ 1,000.00					
Grand Totals	\$ 19,650,000	REQUEST OF ISSUANCE #4:				\$ 8,617,903.67	\$ 2,297,557.37	\$ 6,218,211.88	\$ 102,134.42	\$ 11,032,096.33	

Work Completed to Date	\$ 8,617,903.67
Less Retainage	\$ 102,134.42
Net Amount Earned	\$ 8,515,769.25
Net Previously Paid	\$ 2,297,557.37
Net Amount of This Payment	\$ 6,218,211.88
Balance to Become Due (Incl. Retention)	\$ 11,032,096.33

I, as an officer of Bluff City Materials, Inc., certify that to the best of my knowledge, the information provided in this pay estimate is true and accurate. I agree to furnish Waivers of Lien for materials under my contract when demanded.

Signed: [Signature]
Name: Jacob Mrugacz
Position: President

Subscribed and sworn to before me this 18th day of May, 2018.

[Signature]
Notary Public

My Commission Expires: 11-15-2018



PARTIAL WAIVER AND RELEASE

STATE OF ILLINOIS
COUNTY OF KANE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Bluff City, LLC to furnish Dirt Fill for the premises known as the Bluff City/Blue Heron TIF Project: Bluff City Quarry Redevelopment Plan and Project and Bluff City Quarry Redevelopment Project Area, Bartlett, IL of which Bluff City, LLC, Southwind Financial, Ltd., Gifford 300, LLC, The Chicoine Family Limited Partnership, First National Bank as Custodian for the IRA of William E. Haworth, 4TRAF, LLC, and EBCO IL 25 and State Rd. LLC are the owners (collectively, the "Owner").

THE undersigned, for and in consideration of **Three Million Eight Hundred Three Thousand Three Hundred Sixty-Two & 05/100 (\$ 3,803,362.05) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under municipal, State or Federal laws or statutes, relating to Mechanics' Liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter for the above-described premises. *

Company Name: BLUFF CITY MATERIALS, INC.
Address: 2252 Southwind Blvd., Bartlett, IL 60103

Given under my hand and seal this 10th day of July, 2017. Signature [Signature] Title PRESIDENT

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTE: All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used; partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF KANE

TO WHOM IT MAY CONCERN:

THE undersigned, Jacob Mrugacz being duly sworn, deposes and says that he/she is the President of Bluff City Materials, Inc. who is the contractor ("Contractor") furnishing the Dirt Fill work on the Project located at Southwind Business Park and the Blue Heron Business Park in Bartlett, IL 60103 owned by Bluff City, LLC, Southwind Financial, Ltd., Gifford 300, LLC, The Chicoine Family Limited Partnership, First National Bank as Custodian for the IRA of William E. Haworth, 4TRAF, LLC, and EBCO IL 25 and State Rd. LLC.

That the total amount of the contract including extras* is \$ 9,600,000.00 on which he/she has received payment of \$ 1,130,651.12 prior to this payment. That all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

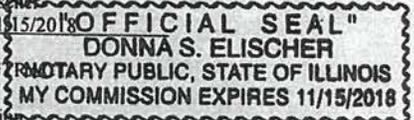
NAME AND ADDRESS	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Bluff City Materials, Inc. 2252 Southwind Blvd., Bartlett, IL 60103	Dirt Fill	\$ 9,600,000.00	\$ 1,130,651.12	\$ 3,803,362.05	\$ 4,665,986.83
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 9,600,000.00	\$ 1,130,651.12	\$ 3,803,362.05	\$ 4,665,986.83

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 10th day of July, 2017. Signature: [Signature] Title PRESIDENT

Subscribed and sworn to before me this 10th day of July, 2017.

[Signature]
Notary Public: Donna S. Elischer
My commission expires: 11/15/2018



* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

May 22, 2018

President and Board of Trustees
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

RE: Request for Issuance # 4, Bluff City/Blue Heron TIF

President and Board of Trustees:

We have reviewed and are submitting the following documents for the Bluff City/Blue Heron Business Park in Bartlett:

- The Request for Issuance # 4, from Bluff City requesting payment in the amount of \$ 6,218,200.00 for project reimbursements from January 1, 2011 through December 31, 2016;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amount to be paid this request and the balance due.

We have also reviewed the following items:

- A topographic map, comparing pre-fill and post-fill elevations in the TIF area;
- Signed Partial Waiver and Contractor's Affidavit documentation;
- Additional engineering documents illustrating the fill areas.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Finance Agreement between the Village of Bartlett and Bluff City Materials, Inc.

Based upon our review of the supporting documents submitted and our field observations and reviews, we concur with the opinion of Bluff City that the work has been completed and the fill material is in place as indicated in the Request for Issuance #4, in the amount of \$ 6,218,200.00.

Please contact me at Public Works if there are any questions.

Village of Bartlett
Public Works Engineer

A handwritten signature in black ink, appearing to read 'R. Allen', written in a cursive style.

Robert Allen, P.E.

cc: Todd Dowden, Bartlett Director of Finance
Dan Dinges, Bartlett Director of Public Works
Jim Plonczynski, Bartlett Community Development Director
Bryan Mraz, Bartlett Village Attorney
Dean Kelley, Bluff City Materials, Inc.

BLUFF CITY QUARRY REDEVELOPMENT PROJECT
CERTIFICATE OF EXPENDITURE NO. 4

The Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village") has received a certain Request for Issuance No. 4 from Bluff City Materials, Inc (the "Developer") dated May 18, 2018, requesting that the Village approve of a Certificate of Expenditure in the amount of \$6,218,200 under the terms of (1) the Redevelopment and Financing Agreement dated March 17, 2009, between the Village of Bartlett, Bluff City, LLC, Southwind Financial, Ltd., Blue Heron Realty Corp. (collectively, the "Owner"), and Blue Heron Development, LLC (the "Owner's Entity") (the "RDA"); (2) Bartlett Ordinance 2009-52, "An Ordinance Providing for the Issuance of Not to Exceed \$15,000,000 Subordinate Lien Incremental Revenue Note, Series 2009 (Bluff City Quarry Redevelopment Project)" (hereinafter referred to as the "Developer Note Ordinance"); and (3) the \$13,500,000 Subordinate Lien Limited Revenue Note Series 2009 (hereinafter referred to as the "Series 2009 Developer Note").

1. In support of its Request for Issuance No. 4 for reimbursement of Redevelopment Project Costs and for Reclamation Work in the amount of \$6,218,200, the Developer has submitted the following documentation in compliance with Section 12-1 of the RDA:

- i. An Owner's Sworn Statement from Bluff City, LLC dated May 18, 2018;
- ii. A Developer's Sworn Statement from Bluff City Materials, Inc. dated May 18, 2018;
- iii. Invoice copies;
- iv. A combined Partial Waiver and Release and Contractor's Affidavit dated July 10, 2017 for the Reclamation Work from Bluff City Materials, Inc.;
- v. Certification of Robert J. Bachkosky, Senior Project Engineer of Mackie Consultants, LLC, dated June 27, 2017 certifying the subject work has been completed and materials are in place as indicated by the current request for the Reclamation Work;
- vi. Revised colored topographical survey submittal and additional engineering documents illustrating the fill areas for the Reclamation Work confirming volume and compaction;

2. Robert Allen, Village Engineer, has issued a letter to the Corporate Authorities stating that he has reviewed the foregoing documentation and performed field observations with respect to the Reclamation Work, and has opined that all documentation provided meets the requirements of Section 12-1 of the RDA, and that he concurs with the opinion of Robert J. Bachkosky that the work has been completed and the fill material is in place with respect to \$4,068,216.14 of the Request for Issuance No. 4 for site preparation and grading costs.

3. The Owner has requested to be reimbursed with Request for Issuance No. 4 for public road improvements totaling \$695,557.74, public infrastructure costs of \$926,341.86, street scape improvements of \$46,789.63, engineering and design expenses totaling \$297,761.32, and costs of issuance totaling \$183,545.19 and has submitted invoices and other documentation in support of its request to be reimbursed for said costs, which are eligible Redevelopment Project Costs as defined in the RDA.

Based on the foregoing, the Corporate Authorities have passed a Resolution Approving of this Certificate of Expenditure No. 4, authorizing the Village Administrator to execute this Certificate of Expenditure No. 4 in the amount of \$6,218,200, and authorizing and directing the Village Finance Director/Treasurer to properly endorse the Series 2009 Developer Note to increase the Outstanding Principal Amount thereof by said \$6,218,200.

Dated as of June 5, 2018.

Paula Schumacher, Village Administrator

Village of Bartlett

Finance Department Memo

DATE: May 21, 2018
TO: Paula Schumacher, Village Administrator
FROM: Chris Hostetler, IT Coordinator
SUBJECT: Next Generation Firewall Purchase

The Village's 2018-19 budget includes \$28,000 for the replacement of the Village's next generation firewalls (NGFW). The NGFW are an essential component for protecting the Village's information technology assets and data. The NGFW provides security between our networks and other networks we connect to including the internet. It does this in a variety of ways including, only allowing traffic we enable through rules, providing intrusion protection services, scanning traffic for viruses and malware, controlling what web sites can be accessed, and by providing secure remote access to our users.

On May 9, we issued an RFP for two Fortinet FortiGate 300E Next Generation Firewall Enterprise Bundles. Two firewalls are necessary to provide high availability. If one firewall fails (or needs to be maintained) the other takes over immediately preventing any down time. This is extremely important as so many of our employees, particularly the Police Department, depend on uninterrupted connectivity to networks connected to the NGFW. The enterprise bundle includes the physical firewalls and 5-years of 24/7 support and Fortiguard Security subscription.

We have been using FortiGate NGFW for the past 6 years and have had an excellent experience with them. The firewalls are also considered to be a leading NGFW solution. Our familiarity with them also eliminated the cost of training and shortened the time for implementation.

The RFP was sent to 8 vendors and posted to our web site. We received three responses.

Vendor	Price
SHI	\$27,999.98
SSI	\$41,981.96
Vizocom	\$36,750.00

Based on the responses, staff is recommending we purchase the NGW from SHI.

MOTION:

To approve the purchase of two Fortinet FortiGate 300E Enterprise Bundles from SHI for \$27,999.98.



Agenda Item Executive Summary

Item Name Bartlett 4th of July Committee
 Class D Liquor License Application or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Bartlett 4th of July Committee is requesting a Class D Liquor License for the 2018 4th of July festival, July 4th - July 8, 2018 at the Apple Orchard Community Park.

The certificate of insurance has not been received by the Village, but it can be approved pending insurance.

ATTACHMENTS (PLEASE LIST)

Staff memo dated May 17, 2018
Liquor License Application

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee for the 2018 Fourth of July festival, July 4 - July 8, 2018 at Apple Orchard Community Park.

Staff: Sam Hughes, Management Analyst

Date: 05/17/18

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 5/23/2018
Re: Bartlett 4th of July Class D Liquor License Request

The Bartlett 4th of July Committee is requesting a Class D Liquor License for the 2018 4th of July festival, July 4th – July 8, 2018 at the Apple Orchard Community Park.

The Class D license allows for the sale of alcoholic liquor for consumption on the licensed premises for a special event.

The certificate of insurance has not been received by the Village, but it can be approved pending insurance.

Motion

I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee for the 2018 Fourth of July festival, July 4 – July 8, 2018 at Apple Orchard Community Park.

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: 5-17-18
FEE: \$5.00 Per Application

The Class D License is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

The undersigned hereby makes application for a Class D retail Liquor License and hereby certifies to the following facts:

Name of Organization: BARTLETT 4th of July Committee

Mailing Address of Organization: ^{cto} THEODORE LEWIS 501 HAWTHORNE BARTLETT IL 60103

Contact Name: TED LEWIS Telephone Number: 630-830-1332

Date License is requested for: July 4th THRU July 8th 2018

Location of sponsored event: NW CORNER STEARNS RD + SOUTH BARTLETT Rds

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance
MUST be attached.

AFFIDAVIT

Village of Bartlett
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.



[Signature] President*
Signature
Valorie J. Proce Secretary
Signature

Subscribed and sworn by THEODORE J. LEWIS
Before me this 14th day of MAY, 2018

[Signature]
Notary Public (Seal)

*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation.

Memorandum

To: Scott Skrycki, Assistant Administrator
From: Sam Hughes, Management Analyst
Date: 5/22/2018
Re: Liquor License Creation Class A

Attached for your consideration is an ordinance amending Section 3-3-2-3: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to approve Ordinance 2018-____ an Ordinance amending Section 3-3-2-3: Class A of the Bartlett Liquor Ordinance.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 5, 2018

APPROVED: June 5, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018-_____ enacted on June 5, 2018 and approved on June 5, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Memorandum

To: Scott Skrycki, Assistant Administrator
From: Sam Hughes, Management Analyst
Date: 5/23/2018
Re: Liquor License Creation Class B

Attached for your consideration is an ordinance amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance.

When a business holding a Class B license goes out of business, changes their liquor class or wishes to no longer sell beer and wine, an ordinance needs to be created to reduce the number of class B licenses available.

Motion

I move to approve Ordinance 2018-___ an Ordinance amending Section 3-3-2-3: Class B of the Bartlett Liquor Ordinance.

ORDINANCE 2018-_____

AN ORDINANCE REDUCING THE NUMBER OF CLASS B LIQUOR LICENSES

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

SECTION ONE: That Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-3: B Shall be amended to read as follows:

3-3-2-3:B NUMBER ISSUED: THE NUMBER OF CLASS B
LICENSES SHALL BE LIMITED TO 8

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: June 5, 2018

APPROVED: June 5, 2018

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 2018-_____ enacted on June 5, 2018 and approved on June 5, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Ignite the Courage Committee
 Class D Liquor License Application or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from Ignite the Courage for a Class D Liquor License Application on August 10th and 11th 2018. The license will be used for an event located in Bartlett Park.

ATTACHMENTS (PLEASE LIST)

Staff memo dated May 11, 2018
Liquor License Application
Proof of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 10th and 11th 2018.

Staff: Sam Hughes, Management Analyst

Date: 05/11/2018

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 5/11/2018
Re: Ignite the Courage Class D liquor license application

Ignite the Courage has submitted an application for a Class D liquor license for an event being held on Friday August 10th from 5:00pm until 10:00pm and Saturday, August 11th from 11:00am until 10:00pm. The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 10th and 11th 2018.

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: 5/7/18
FEE: \$5.00 Per Application

The Class D License is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

The undersigned hereby makes application for a Class D retail Liquor License and hereby certifies to the following facts:

Name of Organization: IGNITE THE COURAGE

Mailing Address of Organization: 234 N. OAK AVE, BARTLETT

Contact Name: NICK McLEOD Telephone Number: 224.385.4572

Date License is requested for: 8/10 - 8/11 FRI 5 PM - 10 PM / SAT 11 AM - 10 PM

Location of sponsored event: BARTLETT PARK 102 N. EASTERN AVE

**Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance
MUST be attached.**

AFFIDAVIT

Village of Bartlett
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

[Handwritten Signature] President*
Signature

Signature Secretary

Subscribed and sworn by *Nick Maledon*
Before me this 7 day of May, 2018

[Handwritten Signature]
Notary Public



*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation.



Agenda Item Executive Summary

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

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

A request to allow for the removal of five (5) dead trees in the Heritage Oaks Tree Preservation Easement at 331 S. Hickory Avenue.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, Village Forester's email report, photo of dead trees, location map.

ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2018-_____ A Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 331 S. Hickory Avenue.
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 5/23/2018

COMMUNITY DEVELOPMENT MEMORANDUM

18-086

DATE: May 23, 2018

TO: Paula Schumacher, Village Administrator

FROM: Jim Plonczynski, CD Director 

RE: Heritage Oaks - Removal of dangerous trees at 331 S. Hickory Avenue.

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

Kyle Smith, the owner of 331 S. Hickory Avenue, has five (5) dead trees within the Tree Preservation easement on his lot. He is requesting permission to remove the dangerous trees located within the fifty (50) foot Tree Preservation Easement. Sarah Perry, Village Forester inspected the trees on May 17, 2018 and determined that the trees have died and represent an imminent hazard and should be removed as soon as possible (see attached email and pictures).

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

To: Sarah Perry; The Village of Bartlett
From: Smith Residence; 331 South Hickory Avenue, Bartlett, IL 60103

Date: May 23, 2018
Regarding: Tree Removal

Dear Sarah and The Village of Bartlett,

Thank you for visiting our residence last week to inspect the trees on our property. As discussed, we have several large trees in our backyard that are part of an easement designed for preservation. Each of the trees have died and are beginning to rot and fall apart. We are prepared to remove the trees based on your approval.

We have three kids and the neighborhood is full of children that are often playing outside. The large trees present a safety hazard to those on the property, and the property itself.

Please advise as we are prepared to move with urgency to remove the trees.

Thank you again for your help,

Kyle Smith
Ky.smith.r@gmail.com
630-816-2377

Jim Plonczynski

From: Sarah Perry
Sent: Wednesday, May 23, 2018 10:36 AM
To: Jim Plonczynski
Subject: FW: Tree Removal; 331 S. Hickory Ave., Bartlett, IL 60103
Attachments: 331 S. Hickory Tree Removal.pdf; 331SHickory4.jpg; 331SHickory5.jpg

Hi Jim,

Here is another tree removal request for the Heritage Oaks Tree Preservation Area. I went to the property on May 17th to inspect the trees. The homeowner has 5 large dead trees, please see attached pictures. I approve of the removals, as they are in close proximity to the yard and house.

Let me know if you need any other information.

Sarah

From: Kyle Smith [mailto:ky.smith.r@gmail.com]
Sent: Wednesday, May 23, 2018 9:11 AM
To: Sarah Perry <sperry@vbartlett.org>
Subject: Tree Removal; 331 S. Hickory Ave., Bartlett, IL 60103

Sarah,

Thank you again for visiting our property last week to take a look at the trees in our yard to help prepare for their removal. Per our conversation, I've attached a letter requesting the Village's approval to remove.

Please let me know if anything else is needed.

Thank you again!

Kyle Smith
630.816.2377

RESOLUTION 2018-

A RESOLUTION APPROVING THE REMOVAL OF DANGEROUS TREES IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 331 S. HICKORY AVE.

WHEREAS, Kyle Smith (the "Owner") of the property at 331 S. Hickory Avenue (the "Property") has petitioned the Village of Bartlett to allow for the removal of five (5) dead trees within the recorded Tree Preservation Easement on the Property, and

WHEREAS, the Village Forester has inspected the trees on the property and found that the trees have all died and has recommended their removal in the interest of public health, safety and welfare.

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

SECTION ONE: That in the interest of the public health, safety and welfare the five dead trees located in the Tree Preservation Easement on Lot 7 in the Heritage Oaks, Unit 2 Subdivision, commonly known as 331 S. Hickory Avenue may be removed by the owners or their contractor.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 5th day of June, 2018

APPROVED this 5th day of June, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and that the foregoing is a true, complete and exact copy of Resolution 2018-_____ enacted on June 5, 2018 and approved on June 5, 2018 as the same appears from the official records of the Village of Bartlett.

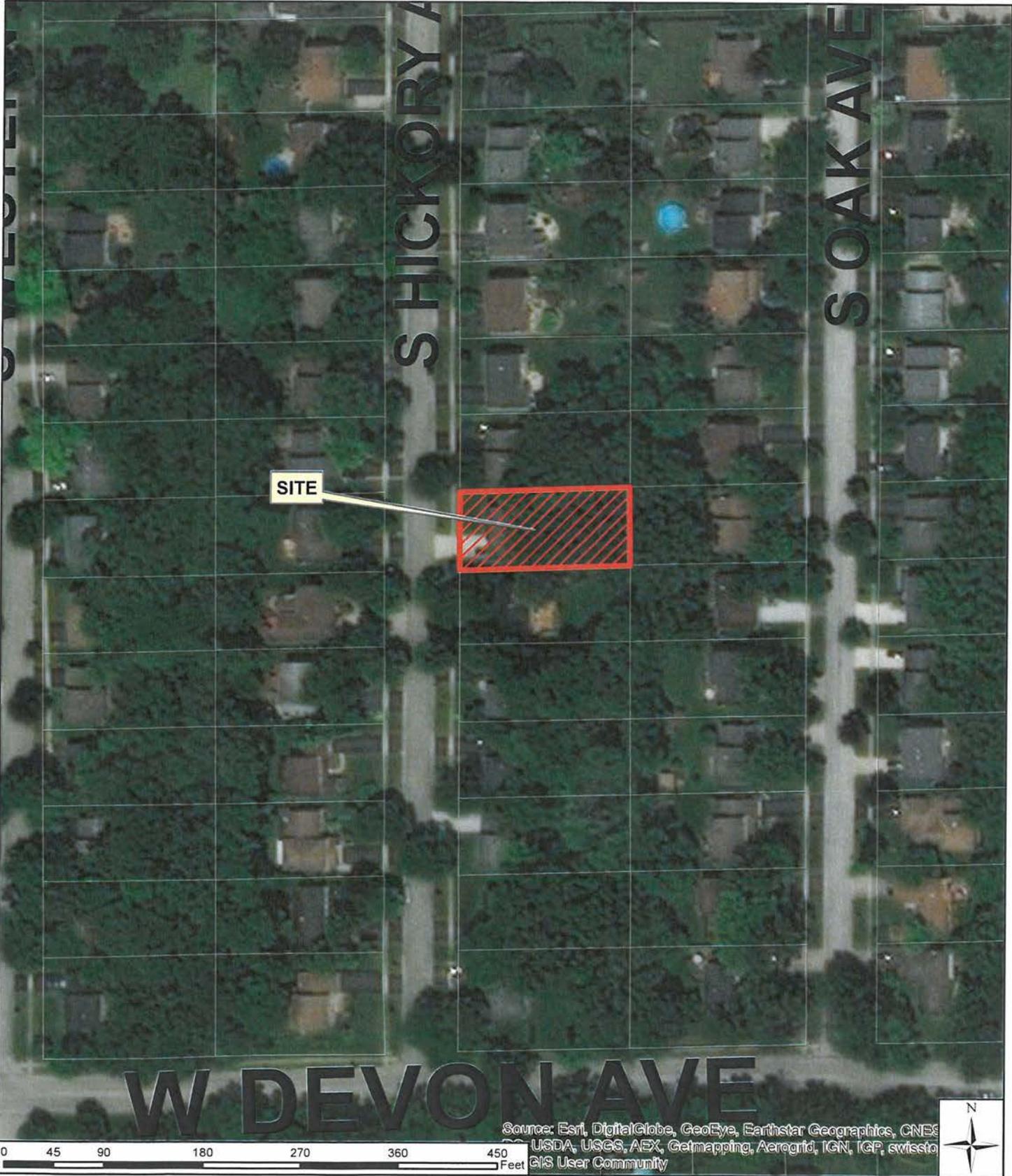
Lorna Giles, Village Clerk





LOCATION MAP

331 S. Hickory Ave,
PIN 06-34-413-060





Agenda Item Executive Summary

Item Name	Approval Of The Resolution Awarding Contract And Standard Form Of Agreement Between The Village Of Bartlett And Correct Digital Displays, Inc. For Interior Signage For The New Bartlett Police Facility	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$25,225.25	Budgeted	Yes
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List what fund
Municipal Building Fund

EXECUTIVE SUMMARY

Attached is a Resolution Awarding Contract And Approving The Standard Form Of Agreement Between The Village Of Bartlett And Correct Digital Displays, Inc. For Interior Signage For The New Bartlett Police Facility, as presented.

ATTACHMENTS (PLEASE LIST)

- Police Department Memo
- Resolution
- AIA Document A151 - 2007 - Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment
- AIA Document A251 - 2007 - General Conditions of the Contract for Furniture, Furnishings and Equipment
- Supplementary General Conditions to AIA Document A251 - 2007 General Conditions of Contract for Furniture, Furnishings and Equipment
- Williams Architects' Letter of Recommendation of Award
- Bid Opening Tabulation

ACTION REQUESTED

- Resolution
- Motion

MOTION: I move to award the interior signage bid for the new police facility to the lowest qualified bidder meeting specifications Correct Digital Displays, Inc. of Sheridan, Illinois for the contract sum of \$25,225.25 and approve of Resolution 2018-___, A RESOLUTION AWARING CONTRACT AND APPROVING THE STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECT DIGITAL DISPLAYS, INC. FOR INTERIOR SIGNAGE FOR THE NEW BARTLETT POLICE FACILITY, as presented.

Staff: Patrick Ullrich, Chief of Police
Geoffrey Pretkelis, Deputy Chief of Police

Date: May 29, 2018

POLICE DEPARTMENT MEMORANDUM
18-41

DATE: May 29, 2018

TO: Paula Schumacher, Village Administrator

FROM: Patrick B. Ullrich, Chief of Police 

RE: Approval of the Awarding Contract and Standard Form of Agreement between the Village Of Bartlett and Correct Digital Displays, Inc. for Interior Signage.

On May 2, 2018, the Village of Bartlett announced it would be accepting sealed lump sum bids from signage contractors for interior signage for the new police facility. The deadline to submit sealed bids was Wednesday, May 16, 2018 at 3:00 p.m. A public bid opening was held in the Village Hall multi-purpose room on May 16, 2018 at 3:00 p.m. Administrative Cashier, Diane Czerwinski, and Carrie Kotera from Williams Architects publicly opened and announced each qualifying bid. A total of four (4) qualifying bids were received ranging from \$25,225.25 to \$28,824.75. Correct Digital Displays, Inc. submitted the low bid of \$25,225.25 for this project, which was \$4,774.75 under the budgeted amount of \$30,000.00.

Williams Architects and the Police Department tallied the bids, completed a bid tabulation, and ensured Correct Digital Displays, Inc. provided the 10% bid bond and acknowledged the one (1) addenda to the interior signage bid package. Williams Architects submitted a recommendation letter to award Correct Digital Displays, Inc. the interior signage bid package for the new police facility.

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

MOTION: I move to award the interior signage bid for the new police facility to the lowest qualified bidder meeting specifications Correct Digital Displays, Inc. of Sheridan, Illinois for the contract sum of \$25,225.25 and approve of Resolution 2018-___, A RESOLUTION AWARDING CONTRACT AND APPROVING THE STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECT DIGITAL DISPLAYS, INC. FOR INTERIOR SIGNAGE FOR THE NEW BARTLETT POLICE FACILITY, as presented.

RESOLUTION 2018 - _____

**A RESOLUTION AWARDING CONTRACT AND APPROVING THE STANDARD
FORM OF AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
CORRECT DIGITAL DISPLAYS, INC. FOR INTERIOR SIGNAGE
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 Interior Signage for the new Bartlett Police Facility from Correct Digital Displays, Inc. in the amount of \$25,225.25 is hereby accepted, and the contract for said interior signage 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 Correct Digital Displays, Inc. ("Vendor"), in form attached hereto as Exhibit A, is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, 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: June 5, 2018

APPROVED: June 5, 2018

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 2018 - _____ enacted on June 5, 2018, and approved on June 5, 2018, 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 2nd day of May in the year 2018
(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)

Correct Digital Displays, Inc.
3677 N. IL Route 71
Sheridan, IL 60551

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.

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: 12/2018

§ 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 Twenty Five Thousand, Two Hundred Twenty Five Dollars and 25 Cents. (\$ 25,225.25), 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.)

Init.

§ 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 – Interior Signage

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

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.

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

Init.

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.

Additions and Deletions Report for **AIA® Document A151™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:06:14 on 05/24/2018.

PAGE 1

AGREEMENT made as of the 2nd day of May in the year 2018

...

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

...

Correct Digital Displays, Inc.
3677 N. IL Route 71
Sheridan, IL 60551

...

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

...

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

PAGE 2

Phase I: 05/2018
Phase II: 12/2018

...

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 Twenty Five Thousand, Two Hundred Twenty Five Dollars and 25 Cents. (\$ 25,225.25), subject to additions and deductions as provided in the Contract Documents.

PAGE 3

As noted in Bid Package #01 – Interior Signage

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:06:14 on 05/24/2018 under Order No. 2425321763 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



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.

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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

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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.

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§ 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

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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.

§ 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.

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§ 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.

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§ 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

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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 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.

Additions and Deletions Report for AIA® Document A251™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:05:03 on 05/24/2018.

PAGE 1

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

...

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

...

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

PAGE 13

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.

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§ 15.3 MEDIATION

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~~§ 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.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:05:03 on 05/24/2018 under Order No. 2425321763 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A251™ - 2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

24 May 2018

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

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

Dear Geoffrey:

Williams Architects administered a bid opening for the Interior Signage Bid Package #01 for the Village of Bartlett Police Facility Furniture at 3:00 PM on Wednesday, May 16, 2018. The results of the bids are attached.

We received a total of five bids for the Bid Package #01 – New Police Facility Interior Signage. The apparent low bidder for the Bid Package is Correct Digital Displays, Inc. with a bid in the amount of \$25,225.25.

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 interior signage bid and proposal received is \$25,225.25, which is within the \$30,000 budget for interior signage 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 Interior Signage to Correct Digital Displays, Inc., in the amount of twenty-five thousand, two hundred twenty-five dollars and 25 cents (\$25,225.25)***

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,



Carrie Kotera
Director of Interior Design



xc: Scott Lange, Williams Architects

Attachment:

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

g:\2015\2015-047 bartlett police department space needs analysis\b. general basic services_task 20-50\b.23. signage package_w\signagebids_letterofrecommendation_5_23_18.doc

SUPPLEMENTARY GENERAL CONDITIONS to AIA Document A251 – 2007 General Conditions of Contract for Furniture, Furnishings and Equipment for the following PROJECT:

New Police Facility Interior signage Bid Package #01
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103

THE OWNER:
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103

THE ARCHITECT:
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL, 60143

1. In the event of a conflict between the terms and conditions of these Supplementary General Conditions and the terms and conditions of the General Conditions of Contract for Furniture, Furnishings and Equipment (AIA Document A251 – 2007), the terms and conditions of these Supplementary Conditions shall control.

2. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code

- 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
- B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.
- C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. **Additional Insured Status.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
- iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

- vi. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.
 - vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
 - c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
- E. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

3. **Indemnity.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Project Work and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent caused by the negligence of a party indemnified hereunder; in which case Contractor shall at its

own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Village in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

4. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Village with (i) a Performance Bond and Payment Bond each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance authorizing it to execute surety bonds, which surety shall have financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (the "Payment and Performance Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all materials used and labor performed for the Project Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Payment and Performance Bonds shall be included in the Contract Sum.

5. Illinois Prevailing Wage Act.

A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing

certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the “Certified Payrolls”). Notwithstanding the forgoing, in the event prevailing wage rates are revised by the Illinois Department of Labor (IDOL), Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Current prevailing wage rates are available at IDOL’s website: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Revised prevailing wage rates, if any, get posted by the IDOL on said website from time to time.

6. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

7. Compliance with Law. All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney’s fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

8. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Village nor Architect shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor’s rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Architect shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

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

10. **Limitation on the Village's Liability.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Village and/or other Indemnified Parties.

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

12. **No Waiver of Immunities and/or Privileges.** 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 any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

13. **Illinois Human Rights Act.** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Village as follows:

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

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

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status,

national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

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

15. Work by Trade Unions. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils

which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Project Work is effected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner

OWNER:
VILLAGE OF BARTLETT

CONTRACTOR:

By: _____
Kevin Wallace, Village President

By: _____
Name: _____
Title: _____

Attest:

Lorna Giles, Village Clerk

SUPPLEMENTARY GENERAL CONDITIONS to AIA Document A251 – 2007 General Conditions of Contract for Furniture, Furnishings and Equipment for the following PROJECT:

New Police Facility Interior signage Bid Package #01
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103

THE OWNER:
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103

THE ARCHITECT:
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL, 60143

1. In the event of a conflict between the terms and conditions of these Supplementary General Conditions and the terms and conditions of the General Conditions of Contract for Furniture, Furnishings and Equipment (AIA Document A251 – 2007), the terms and conditions of these Supplementary Conditions shall control.

2. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code

- 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
- B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.
- C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. **Additional Insured Status.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
- iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

- vi. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.
 - vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
 - c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
- E. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

3. **Indemnity.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Project Work and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent caused by the negligence of a party indemnified hereunder; in which case Contractor shall at its

own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Village in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

4. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Village with (i) a Performance Bond and Payment Bond each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance authorizing it to execute surety bonds, which surety shall have financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (the "Payment and Performance Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all materials used and labor performed for the Project Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Payment and Performance Bonds shall be included in the Contract Sum.

5. Illinois Prevailing Wage Act.

A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing

certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). Notwithstanding the forgoing, in the event prevailing wage rates are revised by the Illinois Department of Labor (IDOL), Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Current prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Revised prevailing wage rates, if any, get posted by the IDOL on said website from time to time.

6. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

7. Compliance with Law. All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

8. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Village nor Architect shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Architect shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

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

10. **Limitation on the Village's Liability.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Village and/or other Indemnified Parties.

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

12. **No Waiver of Immunities and/or Privileges.** 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 any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

13. **Illinois Human Rights Act.** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Village as follows:

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

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

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status,

national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

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

15. Work by Trade Unions. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils

which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Project Work is effected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner

OWNER:
VILLAGE OF BARTLETT

CONTRACTOR:

By: _____
Kevin Wallace, Village President

By: _____
Name: _____
Title: _____

Attest:

Lorna Giles, Village Clerk

24 May 2018

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

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

Dear Geoffrey:

Williams Architects administered a bid opening for the Interior Signage Bid Package #01 for the Village of Bartlett Police Facility Furniture at 3:00 PM on Wednesday, May 16, 2018. The results of the bids are attached.

We received a total of five bids for the Bid Package #01 – New Police Facility Interior Signage. The apparent low bidder for the Bid Package is Correct Digital Displays, Inc. with a bid in the amount of \$25,225.25.

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 interior signage bid and proposal received is \$25,225.25, which is within the \$30,000 budget for interior signage 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 Interior Signage to Correct Digital Displays, Inc., in the amount of twenty-five thousand, two hundred twenty-five dollars and 25 cents (\$25,225.25)***

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,



Carrie Kotera
Director of Interior Design

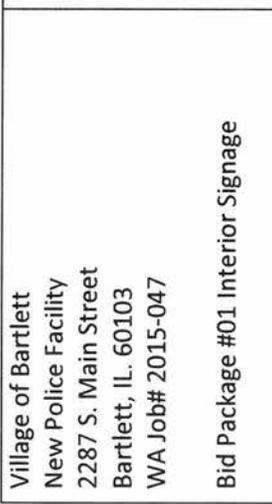


xc: Scott Lange, Williams Architects

Attachment:

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

g:\2015\2015-047 bartlett police department space needs analysis\general basic services_task 20-50\b.23. signage package_williams\signage bids_letterofrecommendation_5_23_18.doc

<p>Village of Bartlett New Police Facility 2287 S. Main Street Bartlett, IL. 60103 WA Job# 2015-047</p> <p>Bid Package #01 Interior Signage</p>	<p>SIGNAGE BID TALLY Opening Date May 16, 2018 Time 3:00pm</p>					
SUBCONTRACTOR	BASE BID (without performance bond included)	ADDENDA ADDENDUM #1 ISSUED: 5/10/18		BID BOND	PERFORMANCE BOND	
Sign Palace, Inc.	\$27,580	X				
Geograph Industries, Inc.	\$27,141	X		X		
Correct Digital Displays, Inc.	\$25,225.25	X		X		
ASI Signage innovations	\$25,844.95	X		X		
Signet Sign Company, Inc.	\$28,824.75	X		X + cash bond		



Agenda Item Executive Summary

Item Name Change Order to Martingale Water Main Project Committee
or Board Village Board

BUDGET IMPACT

Amount:	\$223,275	Budgeted	\$1,275,000
List what fund	General Fund		

EXECUTIVE SUMMARY

At our April 17, 2018 Village Board meeting a contract was approved for Gerardi Sewer & Water in the amount of \$624,826 for our 2018 water main replacement project. We had budgeted \$1, 275,000 for this project. We would like to add additional water main replacement under this contract to take advantage of these low prices. We are proposing to include a section of Valewood Drive totaling approximately 1,100 lineal feet of water main. Valewood is only 2 blocks away from Martingale, so the contractor will already be mobilized in the area. Using the current bid numbers, we agree with Gerardi that this work could be done for \$223,275. This would bring the total cost of the project to \$848,101; still well under our budgeted amount. We feel that it will be advantageous to get an additional street done in this year's budget at a favorable cost.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Change Order

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move that the Village Board approve Resolution No. 2018-_____, a resolution approving of the change order #1 to the contract between the Village of Bartlett and Gerardi Sewer & Water for the 2018 water main replacement project in the amount of \$223,275.00.

Staff: Dan Dinges
 Director of Public Works

Date: May 22, 2018

MEMO

Date: May 22, 2018

To: Paula Schumacher; Village Administrator

From: Dan Dinges, Public Works Director

Re: *Martingale Water Main Replacement Change Order*

At our April 17, 2018 Village Board meeting a contract was approved for Gerardi Sewer & Water in the amount of \$624,826 for our 2018 water main replacement project. We had budgeted \$1,275,000 for this project. We would like to add additional water main replacement under this contract to take advantage of these low prices. We are proposing to include a section of Valewood Drive totaling approximately 1,100 lineal feet of water main. Valewood is only 2 blocks away from Martingale, so the contractor will already be mobilized in the area. Using the current bid numbers, we agree with Gerardi that this work could be done for \$223,275. This would bring the total cost of the project to \$848,101; still well under our budgeted amount. We feel that it will be advantageous to get an additional street done in this year's budget at favorable cost.

MOTION

**I move that the Village Board approve
Resolution No. 2018-_____,
a resolution approving of the change
order #1 to the contract between the
Village of Bartlett and Gerardi Sewer & Water
for the 2018 water main replacement project
in the amount of \$223,275.00.**

RESOLUTION NO. 2018 - _____

**A RESOLUTION APPROVING OF CHANGE ORDER #1
TO THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT
AND GERARDI SEWER & WATER CO. FOR THE
2018 WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the Village of Bartlett (the "Village") and Gerardi Sewer & Water Co. (the "Contractor") entered into a 2018 Water Main Replacement Project Agreement dated April 3, 2018 (the "Contract") for the improvement of and installation of approximately 800 lineal feet of eight inch (8") diameter water main, and approximately 2,200 lineal feet of six inch (6") diameter water main with appurtenances along four streets in the Village (the "Original Project"), on a unit price basis which when applied to the quantities set forth in the Contract Documents for the Original Project resulted in an original contract amount of \$624,826.50 (the "Original Contract Sum"); and

WHEREAS, the Contract was awarded to the Contractor because it was the lowest responsible and responsive bidder for the Project after advertisement for public bids; and

WHEREAS, the Original Project came in under budget because of the low unit prices bid by the Contractor, and the Village desires to expand the Original Project to include the installation of an additional 1,115 lineal feet +/- of eight inch (8") diameter water main and appurtenances along Valewood (the "Additional Work"), and the Contractor is willing to perform the Additional Work at its same unit prices bid for the Original Project work, which when applied to the estimated quantities shown on the attached Change Order #1 for the Additional Work would result in an increase in the Original Contract Sum by \$223,275.00, which is a 35.7% increase over the Original Contract Sum; and

WHEREAS, the proposed change order is for less than 50% of the Original Contract Sum and therefore does not violate, nor is the Additional Work required to be rebid, under the Public Works Contract Change Order Act (50 ILCS 525/1, et seq.), and may be authorized by a change order to the Contract, provided the Corporate Authorities make a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed; (2) the change is germane to the original contract as signed; OR (3) the change order is in the best interest of the unit of local government and authorized by law (720 ILCS 5/33E-9); and

WHEREAS, the cost and time to put a new bid package together and remobilize equipment and work forces if the relatively small amount of Additional Work were bid as a separate project would result in a greater cost to the Village and its taxpayers than if the Additional Work is added to the Contract as a change order;

WHEREAS, the amended Contract Sum for the Project with Change Order #1 is \$848,101.50;

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

SECTION ONE: The Board hereby finds and determines that the circumstances necessitating the Additional Work and change in the scope of the Project included in Change Order #1 were not reasonably foreseeable at the time the Contract was signed; that Change Order #1 is germane to the original Contract as signed; and/or that Change Order #1 is in the best interest of the Village and is authorized by law.

SECTION TWO: That Change Order #1 attached hereto as Exhibit A, which adds \$223,275.00 to the Original Contract Sum for the Project, is hereby approved, and the Village Administrator is hereby authorized and directed to sign Change Order #1 on behalf of the Village, making the new Contract Sum (or "Total Amount") for the Contract, including Change Order #1, the sum of \$848,101.50.

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:

APPROVED:

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 Resolution 2018 - _____ enacted on _____, 2018 and approved on _____, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



THE VILLAGE OF
BARTLETT

CHANGE ORDER

DATE : May 3, 2018

PROJECT : 2018 Water Main Replacement

VALEWOOD WATER MAIN

CHANGE ORDER # 1

Item #	Items	Unit	Quantity	Unit Price	Total Cost
1	WATER MAIN D.I.P., CLASS 52, 6 INCH	FT	0	\$74.00	\$0.00
2	WATER MAIN D.I.P., CLASS 52, 8 INCH	FT	1115	\$80.00	\$89,200.00
3	D.I.P. 45° BEND, MJ - 6"	EA	0	\$150.00	\$0.00
4	D.I.P. 22° BEND, MJ - 8"	EA	4	\$150.00	\$600.00
5	D.I.P. TEE, (6x6x6) MJ - 6"	EA	1	\$250.00	\$250.00
6	D.I.P. 45° BEND, MJ - 8"	EA	2	\$225.00	\$450.00
7	D.I.P. TEE, (8x8x6) MJ - 8"	EA	3	\$325.00	\$975.00
8	D.I.P. TEE, (8x8x8) MJ - 8"	EA	2	\$325.00	\$650.00
9	FIRE HYDRANT W/ AUX VALVE & VALVE BOX	EA	4	\$5,000.00	\$20,000.00
10	6" GATE VALVE & VAULT, TYPE "A" (5' DIA.) WITH TYPE 1 FRAME AND CLOSED LID	EA	0	\$0.00	\$0.00
11	8" GATE VALVE & VAULT, TYPE "A" (5' DIA.) WITH TYPE 1 FRAME AND CLOSED LID	EA	4	\$5,500.00	\$22,000.00
12	PRESSURE CONNECTION 6"	EA	0	\$750.00	\$0.00
13	PRESSURE CONNECTION 8"	EA	2	\$1,000.00	\$2,000.00
14	CONNECTION TO EXISTING WATER MAIN	EA	2	\$250.00	\$500.00
15	WATER SERVICE BOX	EA	26	\$50.00	\$1,300.00
16	DOM. WATER SERVICE REPL & CONNECT (SHORT) 1"	EA	11	\$1,100.00	\$12,100.00
17	DOM. WATER SERVICE REPL & CONNECT (LONG) 1"	EA	15	\$1,800.00	\$27,000.00
18	GRANULAR TRENCH BACKFILL	CY	565	\$1.00	\$565.00
19	ABANDON AND PLUG EXISTING WATER MAIN	EA	3	\$250.00	\$750.00
20	ABANDONING VALVE VAULTS	EA	3	\$200.00	\$600.00
21	ABANDONING FIRE HYDRANTS	EA	4	\$600.00	\$2,400.00
22	AGGREGATE FOR TEMPORARY ACCESS	TON	0	\$1.00	\$0.00
23	PCC SIDEWALK REMOVE & REPLACE	SF	640	\$7.50	\$4,800.00
24	COMB. CONC. CURB & GUTTER REM AND REPL.	FT	50	\$30.00	\$1,500.00
25	PCC DRIVE REMOVE AND REPLACE	SF	0	\$8.75	\$0.00
26	HMA DRIVEWAY REMOVE AND REPLACE	SY	35	\$24.00	\$840.00
27	HMA SURFACE REMOVAL 2"	SY	0	\$4.50	\$0.00
28	HMA PARTIAL DEPTH BINDER PATCH, 2"	SY	940	\$12.75	\$11,985.00
29	HMA PARTIAL DEPTH SURFACE PATCH, 2"	SY	940	\$10.00	\$9,400.00
30	INLET FILTERS	EA	5	\$50.00	\$250.00
31	TOPSOIL FURNISH AND PLACE	SY	165	\$5.00	\$825.00
32	SODDING, SALT TOLERANT (SPECIAL)	SY	165	\$9.00	\$1,485.00
33	DUST CONTROL	UNIT	50	\$1.00	\$50.00
34	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
35	TRAFFIC CONTROL AND PROTECTION	LS	1	\$800.00	\$800.00
	TOTAL				\$223,275.00

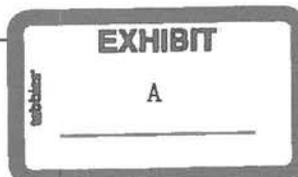
Original Contract Amount \$624,826.50
 Change Order Amount \$223,275.00
TOTAL AMOUNT **\$848,101.50**

VILLAGE OF BARTLETT

Gerardi Sewer & Water Co.

 Kevin Wallace
 Village President

Date: _____



Date: _____

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Public Works Director
Subject: **New Public Trees Ordinance**
Date: May 29, 2018

This proposed ordinance would replace the current "Trees and Shrubs" chapter under Title 7 "Public Ways and Properties". This updated version specifies our tree care standards for trees in the Village's right of ways, including planting, maintenance, and removal. The changes made to this ordinance are necessary in order to maintain our Tree City USA status in the future.

Motion: I MOVE TO APPROVE ORDINANCE 2018_____, AN ORDINANCE AMENDING TITLE 7, CHAPTER 2, OF THE BARTLETT MUNICIPAL CODE REGULATING PLANTING, MAINTENANCE AND REMOVAL OF TREES AND SHRUBS ON PUBLIC WAYS AND VILLAGE OWNED PROPERTY.

ORDINANCE 2018 - _____

AN ORDINANCE AMENDING TITLE 7, CHAPTER 2, OF THE BARTLETT MUNICIPAL CODE REGULATING PLANTING, MAINTENANCE AND REMOVAL OF TREES AND SHRUBS ON PUBLIC WAYS AND VILLAGE OWNED PROPERTY

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in exercise of its home rule powers, as follows:

SECTION ONE: That Chapter 2, entitled "TREES AND SHRUBS", of Title 7 of the Bartlett Municipal Code, is hereby repealed in its entirety.

SECTION TWO: That Title 7 of the Bartlett Municipal Code, entitled "PUBLIC WAYS AND PROPERTIES", is hereby amended to add new Chapter 2 entitled "TREES AND SHRUBS" as follows and in place of the provisions repealed in Section One of this Ordinance:

**CHAPTER 2
TREES AND SHRUBS**

- 7-2-1: PURPOSE AND INTENT**
- 7-2-2: APPLICABILITY**
- 7-2-3: AUTHORITY AND POWER**
- 7-2-4: DEFINITIONS**
- 7-2-5: TREE CARE STANDARDS**
- 7-2-6: INTERFERENCE WITH THE VILLAGE**
- 7-2-7: PERMITS**
- 7-2-8: PROTECTION OF PUBLIC TREES**
- 7-2-9: RIGHT OF WAY CLEARANCE OF PRIVATE TREES**
- 7-2-10: VIOLATION AND PENALTY**

7-2-1: PURPOSE AND INTENT

The purpose of this chapter is to regulate trees and shrubs in the public right-of-way and on public property owned by the Village to enhance the public portion of the community forest by assuring the proper establishment of new trees, the protection and maintenance of existing trees, and the timely removal of hazardous or infectious diseased trees on such public property. Title 4, Chapter 3, Section 4-3-5 entitled "Infected Trees and Dangerous Trees" of the Bartlett Municipal Code which regulates injured and dangerous trees on private property throughout the Village, and Title 10, Chapter 11A, entitled "Landscape Screening and Tree Preservation" of the Bartlett Municipal Code, which is applicable to the development of property in the Village, regulate the private property portion of the community forest. Said chapters complement each other and together with the regulations set forth in this chapter are intended to enhance the total community forest in Bartlett.

It is the intent of the Village of Bartlett President and Board of Trustees that the terms of this chapter shall be construed so as to promote:

- A. The planting, preservation, maintenance, restoration and survival of desirable trees, shrubs and other plants within the Village rights-of-way and on Village owned property; and
- B. The protection of residents from personal injury and/or property damage, and the protection of the Village from property damage, caused or threatened by the improper planting, maintenance or removal of trees, shrubs or other plants located within or encroaching upon Village rights-of-way or on other public property owned by the Village.

7-2-2: APPLICABILITY

This chapter provides full power and authority over all trees, plants and shrubs located within street and other rights of way, including parkways under the jurisdiction of the Village, and property owned by the Village; and to trees, plants and shrubs located on private property that encroach upon Village right-of-way or property or otherwise constitute a hazard or threat as described in this chapter.

7-2-3: AUTHORITY AND POWER

The administration of this chapter shall be the responsibility of the Public Works Director or his/her designee. The Village Forester (formerly the Village Arborist) shall determine appropriate tree and shrub species, sizes, planting locations, and spacing distances for all plantings in the Village right-of-way of any street and on all property owned or maintained by the Village. The Village Forester, is a position in the Village's Public Works Department and is under the supervision of the Director of Public Works, but based on his/her unique and specialized training and experience, shall have the power to promulgate and enforce rules, regulations and specifications concerning the planting, pruning, removal, spraying, maintenance and protection of trees and shrubs upon the Village right-of-way of any street and upon all property owned or maintained by the Village. The "Arboricultural Specifications Manual" accompanying this ordinance shall be amendable with the approval of the Village Forester and the Director of Public Works.

7-2-4: DEFINITIONS

AMERICAN NATIONAL STANDARDS INSTITUTE (hereinafter called "ANSI"): The primary organization for fostering the development of workplace standards in the United States.

ARBORICULTURAL SPECIFICATIONS MANUAL: A manual prepared and updated by the Village Forester and incorporated by reference into an ordinance passed by the Village Board, and which may be amended from time to time with the approval of the Village Forester and the Director of Public Works, which more specifically carry out the

enforcement provisions and intent of this Code and contain regulations and standards for the preservation, planting, maintenance, and removal of trees, shrubs, and other plants upon the public right-of-way under the jurisdiction of the Village and upon Village owned property and trees on private property regulated by this chapter.

CANOPY: The portion of the tree above the trunk including leaves and branches, sometimes called the crown.

CRITICAL ROOT ZONE: An area on the ground extending out from the trunk of the tree in all directions a distance of at least one foot for every inch DBH

DIAMETER BREAST HEIGHT (hereinafter called "DBH"): The diameter of the trunk of the tree measured in inches at a point four and one-half feet above ground line. This forestry standard measurement is used for established and mature trees. All reference to diameter size shall be to the DBH.

INTERNATIONAL SOCIETY OF ARBORICULTURE: The accredited forestry industry body that promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. Certification through their organization is the international standard for tree care professionals.

PRIVATE TREE: Any tree that is located on privately owned property within the Village limits.

PUBLIC TREE: Any tree that is located on any public right-of-way or Village owned property.

TREE: Any self-supporting woody plant, together with its root system, trunk, and canopy; growing upon the earth usually with one trunk, or a multi-stemmed trunk system, supporting a definitely formed crown.

VILLAGE FORESTER: An employee of the Village of Bartlett, appointed by the Director of Public Works to the position of Village Forester (formerly known as the Village Arborist). This individual shall be trained and experienced in the profession of arboriculture or a related field, and shall be a Certified Arborist through the International Society of Arboriculture.

7-2-5: TREE CARE STANDARDS

All tree care practices with respect to trees growing upon or planted in any Village right-of-way and on any Village owned property shall be accomplished under the direction of the Village Forester and in compliance with the most current edition of the ANSI A300 Standards, including, without limitation, the following:

A. Pruning.

1. Low hanging branches of the canopy will be removed to permit clearance of approximately 15 feet on the street side of the tree and eight feet on the sidewalk side of the tree to allow passage of motor vehicle and pedestrian traffic.
2. It shall be unlawful as a normal practice for the Public Works Department or for any person or entity, to top any tree upon the Village right-of-way or upon Village owned property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.
3. No person working on any public tree shall use shoes with spikes or any other footwear which will injure the trees while work is being performed. At no time shall any person working on any public tree for pruning purposes wear spurs or climbing irons. Said provisions shall not apply to any public trees determined by the Village Forester to be dead or a tree the Village reasonably determines is a "dangerous tree" or "infected tree" as those terms are defined in Section 4-3-5:B of this Code, that must be removed.

B. Planting.

1. All species of trees planted within the Village right-of-way and on Village owned property shall be chosen from the latest edition of the Illinois Department of Agriculture's list of recommended trees.
2. All trees planted within the Village right-of-way or upon Village owned property shall be planted in accordance with the minimum standards and procedures therefor in the most recent edition of the American Standards for Nursery Stock (ANSI Z60.1)
3. Spacing for newly planted trees will be determined by the Village Forester. Planting locations will be based on projected size of the tree, existing vegetation, underground utilities, street lights, proximity to driveways and street intersections, and other factors as determined by the Village Forester or the Village Public Works Director.

- C. Removal. The Village will remove in its entirety (tree and stump) any public tree that is dead, dying (50% or more of canopy dead or diseased), or deemed a hazard/nuisance to the public. Trees marked for removal will be determined by the Village Forester, and will be removed within a reasonable period of time, taking into account the level of hazard posed by said dead tree, and normal budget constraints when the loss of trees is due to a blight or disease that affects a large percentage of a certain species of tree throughout the Village and the geographic region in which the Village is located.

7-2-6: INTERFERENCE WITH THE VILLAGE

It shall be unlawful for any person or entity to prevent, delay, or interfere with the Village or any of its employees, contractors, or agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any public trees.

7-2-7: PERMITS

It shall be unlawful for any person or entity to perform any forestry work on any public tree or other tree or shrub in the Village right-of-way or parkway or upon any Village owned property without first obtaining a written permit from the Village Forester or the Director of Public Works. Such forestry work for which a permit is required includes, but is not limited to, planting, pruning, performing surgery work, disease control or the removal of any tree or shrub, or planting on the Village right-of-way, parkway or on Village owned property.

7-2-8: PROTECTION OF PUBLIC TREES

No person or entity, without lawful authority, shall willfully injure, deface, disfigure, cut, carve, transplant, remove, destroy, attach any rope, wire, nail, advertising posters, election posters or other contrivance to any public tree or other tree or shrub on any public right-of-way or Village owned property, or apply or, allow any gaseous liquid, chemical or solid substance which is harmful to such public trees, shrubs, grass and flowers to come in contact with them; or set fire to, or permit any fire to burn when such fire or the heat therefrom will injure any portion of any public tree, or shrub, grass or flower, located on any public right-of-way, parkway, or thoroughfare, or Village owned property.

All trees along any street, or in any public right-of-way, or on other Village owned property near any excavation or construction of any building, structure, or street construction shall be protected so as to avoid all injury to the trunk, crown, and unnecessary injury to the root system of the tree.

The critical root zone of a public tree shall be at a distance in feet from the tree equal to the DBH of the tree trunk in inches, and shall be designated and protected using snow fencing or other protective measures approved by the Village Forester, except when the Public Works Director determines that a public tree cannot be preserved and considering the nature, cost, importance of a proposed public improvement, and whether there is a practicable alternative.

Building materials, stone, brick, sand, concrete, soil, or other debris shall not be placed or stored on in the critical root zone area of any public tree or other tree or shrub on public right-of-way or Village owned property, without written authorization from the Village Forester obtained prior to storing any such materials or debris.

New driveway construction shall be placed at least 10 feet from the trunk of any public tree and shall be relocated to another location when practicable, or at the discretion of the Public Works Director after consulting with the Village Forester.

7-2-9: RIGHT-OF-WAY CLEARANCE OF PRIVATE TREES

Every owner of a privately owned tree overhanging any street, sidewalk, public right-of-way, or Village owned property within the Village shall prune the branches so that such branches shall not obstruct the view of any street light or street intersection, and so that there shall be a clear space of eight feet above the surface of the sidewalk and 15 feet above the street. The owners of said privately owned trees which overhang any street, sidewalk, or public right-of-way shall remove all dead, diseased, or dangerous privately owned trees, or broken or decayed limbs which constitute a menace to the safety of the public. The Village, in accordance with applicable law, shall have the right to prune any private tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, interferes with visibility of any traffic control device or sign, or is an immediate threat to the safety of the public.

7-2-10: VIOLATION AND PENALTY

Whoever violates this chapter, in addition to any other fines or fees, shall be subject to the following provisions:

- A. Fines: First offense, two hundred fifty dollars (\$250.00); second offense, five hundred dollars (\$500.00); third and subsequent offense, seven hundred fifty dollars (\$750.00).
- B. Violations: All violations that are committed by the same person or any firm controlled by such person shall be counted, regardless of whether or not the violations occur at the same time.

Any entity or person who injures a public tree shall be held responsible for the cost of the repairs, such as pruning or cabling, if the injured tree will not die as a result of such injuries. In cases where the tree has been damaged beyond repair and cannot remain in the public right-of-way because it is determined by the Village Forester to be a "dangerous tree" as defined in Section 4-3-5 of this Code, the entity or person responsible for the damage shall also pay the cost the Village incurs to remove and replace the tree.

In addition to any fines that may be assessed for violation of this section, the person or entity found liable shall pay to the Village a sum equal to the value or partial value of the tree lost as a result of the violation. The value or partial value of the tree lost shall be as determined by the Village Forester in accordance with the reasonable cost of replacement thereof as set forth in a current publication of the International Society of Arboriculture, if available, otherwise based on the average of two written price quotes procured by the Village Forester from at least two different area nurseries. The collection

of this fee shall be deposited into a tree planting fund to be administered by the Public Works Department.

SECTION THREE: This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 5, 2018

APPROVED: June 5, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Gilles, 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 2018 - _____ enacted on _____, 2018 and approved on _____, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

Item Name Purchase of (1) One 6" Trash Pump

Committee
or Board Board

BUDGET IMPACT

Amount: \$29,621.10

Budgeted 30,000

List what
fund Sewer

EXECUTIVE SUMMARY

National Joint Powers Alliance (NJPA), a cooperative of National municipalities, has awarded contract # 052015-MTQ for the purchase of a 2018 6" Trash pump to Multiquip Inc. in Carson, CA.

This pump would be purchased as part of our Sewer Operating Budget. The equipment will be delivered at the final price of \$29,621.10.

Replacement of the 6" Trash pump is included in the 2018-2019 Operating Budget for \$30,000.

I recommend the Village of Bartlett purchase (1) one 6" Trash Pump from Multiquip Inc. through the NJPA for the total amount of \$29,621.10.

ATTACHMENTS (PLEASE LIST)

Memo

NJPA Order Form

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move the Village Board award the purchase of (1) One 6" Trash Pump from Multiquip Inc. through the National Joint Powers Alliance (NJPA) for the total amount of \$29,621.10.

Staff: Dan Dinges

Date: 5/25/2018

Memo

To: Paula Schumacher
From: Dan Dinges
Date: May 25, 2018
Re: Purchase of 6" Trash Pump

National Joint Powers Alliance (NJPA), a cooperative of National municipalities, has awarded contract # 052015-MTQ for the purchase of a 2018 6" Trash pump to Multiquip Inc. in Carson, CA.

This pump would be purchased as part of our Sewer Operating Budget. The equipment will be delivered at the final price of \$29,621.10.

Replacement of the 6" Trash pump is included in the 2018-2019 Operating Budget for \$30,000.

I recommend the Village of Bartlett purchase (1) one 6" Trash Pump from Multiquip Inc. through the NJPA for the total amount of \$29,621.10.

MOTION: I move the Village Board award the purchase of (1) One 6" Trash Pump from Multiquip Inc. through the National Joint Powers Alliance (NJPA) for the total amount of \$29,621.10.



MULTIQUIP INC.
 18910 WILMINGTON AVENUE , CARSON, CA 90746
 POST OFFICE BOX 6254 , CARSON, CA 90749
 (310) 537-3700 , 800/421-1244 , FAX: (310) 537-3927

Quotation

Sold-to (CASH-MQ)
 Village of Bartlett
 John Pullia
 1151 Bittersweet Drive
 Bartlett IL 60103

Ship-to (CASH-MQ)
 Village of Bartlett
 John Pullia
 1151 Bittersweet Drive
 Bartlett IL 60103

Document Information
 Quotation # 20614889 QT **Date** 05/08/2018
 P.O. # **Date**
 Estimated Ship 06/13/2018
 Requested Ship 05/08/2018
 Carrier No 406372 ECHO GLOBAL LOGISTIC
 Entered by JWOOTEN
 Order Reason P22 ORDR-NJPA
 Currency USD
 Delivery SHC Shipping/Handling Chrg
 Payment Terms Net 30
 Within 30 days without deduction

=====
 Availability is subject to stock on hand at the time purchase order is received.
 Quote is valid for 30 days from issue date.

Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
0010	MQ600HTP Pump, Trash, 6", HATZ, 1600 GPM , TLRP	A101	1	1.000	40,397.00	28,277.90	28,277.90
Items total							28,277.90
Shipping/Handling							1,343.20
Taxable amount							28,277.92
State/GST Tax							1,767.37
Total amount							31,388.47
Taxes have been added to your quotation if not applicable please email resale certificate to sales.gov@multiquip.com Lead Time - Mid June 2018 NJPA member # 34412 Multiquip NJPA Contract # 052015-MTQ							

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Management Analyst
Date: 5/29/2018
Re: Class A Liquor License Application

Attached for your consideration is a Liquor License application submitted by GAP Sparta Food Service Inc., doing business as Savoury Restaurant and Pancake Café (Savoury) 782 W. Bartlett Road. Savoury current holds a Class B liquor license which allows for the retail sale of beer and wine for consumption on their premises, but not for resale in any form. The Class B allows alcohol sales Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and Friday and Saturday from 8:00 a.m. until 2:00 a.m.

Savoury is applying for a Class A Liquor License which allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises. The Class A has the same time restrictions as a Class B.

The appropriate Suerty Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

Motion

I move to approve the Class A Liquor License application submitted by GAP Sparta Food Services INC.

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
630-837-0800



LIQUOR LICENSE APPLICATION

Date: 3/23/18

Class of License: A

License Fee: 1250.-

1. Business Name: Savoury Restaurant & Pancake Cafe
2. Business Address: 782 W. Bartlett, Bartlett
3. Telephone Number: 630-372-8080
4. Contact Name: George Panagakis
5. Email Address: savourycafe@gmail.com
6. Registered Corporate Name: GAP Sparta Food Service Inc.
7. Date of Incorporation: 4-12-06 State of Incorporation: IL
8. Retailer Occupational/Sales Tax Number: 5557-5803
9. State principal kind of business: ~~Bar~~ Restaurant
10. Description of premises or portion thereof sought to be licensed:
4,000 Sq Ft. Restaurant
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: yes

If so, are premises:

Maintained and held out to the public as a place where meals are actually and regularly served: yes

Provided with adequate and sanitary kitchen and dining room equipment and capacity with sufficient employees to prepare, cook and serve suitable food: yes

What is the seating capacity of the restaurant: 140

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: NO

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

13. Does applicant own premises for which this license is sought: NO

Attach evidence that applicant is the owner of record of the premises to be licensed pursuant to this application.

14. Has applicant a lease on such premise covering the full period for which license is sought: Yes

If so, give:

Name and Address of Lessor:

GMJD GROUP

P.O. Box 322, Wayne IL 60184

Period covered by lease:

From: Aug. 30, 2006 To: 2021

Attach copy of signed lease

15. Specify the value of goods, wares, and merchandise now on hand: 200,000

16. Do you hold any other current business license issued by the Village of Bartlett: ~~No~~ Yes

If so,

Type of license: Business License

Address of license: 782 W. Bartlett Rd., Bartlett

17. Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO

18. Is the applicant engaged in the manufacture of alcoholic liquors? NO
If so, at what location: _____

19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO
If so, at what location: _____

20. List any Officer, Director, Manager and any person owning directly or beneficially five (5%) percent or more of the Corporate Stock of the business.
George Panagakis

21. Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? NO

If so, give,
Name: _____
Date of the offense: _____
Nature of the Offense: _____
Disposition of said conviction: _____

22. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years? NO

If so, give,
Name: _____
Date of the offense: _____
Disposition of said conviction: _____

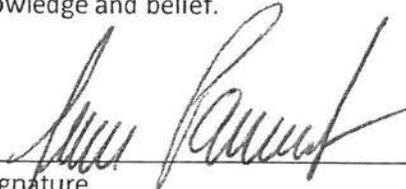
No person shall knowingly furnish false or misleading information or withhold any relevant information on any application for any license required by this chapter nor knowingly cause or suffer another to furnish or withhold such information on his behalf. No person shall knowingly furnish any false or misleading information in the investigation of any application for a license required by this chapter. No person shall willfully withhold any information that is relevant to any such investigation when called upon by any Village officials to furnish such information. The furnishing of false or misleading information or withholding any relevant information on any application for any license required by this chapter shall be grounds for denial of any such application, or if discovered after the granting of the license, shall be grounds for a fine and/or the suspension or revocation of the license.

A Licensee shall conduct the business at a licensed premises in a manner consistent with the statements and representations made on the Licensee's application before the local liquor control commissioner.

AFFIDAVIT

Village of Bartlett
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.



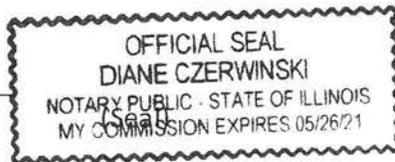
Signature President*

Signature Secretary

Subscribed and sworn to by George Panagakis
before me this 9th day of May 2018



Notary Public



*If the signatory is someone other than the President, said signatory shall attach a copy of the Corporate resolution authorizing said signatory to sign on behalf of the Corporation.

STATEMENT OF LIQUOR MANAGER
CONDUCTING BUSINESS FOR CORPORATE APPLICANT

1. Business Name: GAP Food Service Inc. DBA Savoury Rest.

Business Address: 782 W. Bartlett Rd. Bartlett

2. Name of Liquor Manager: George Panagakis

Residence Address: [REDACTED]

How long have you resided at this residence: [REDACTED]
(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: [REDACTED]

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED] State: IL

Telephone Numbers:
Home: [REDACTED]

Business: [REDACTED]

Email Address: SavouryCafe@gmail.com

3. Have you been fingerprinted for the purpose of this application: yes

If so, Where: Bartlett Police Dept.

When: 2008

4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: NO

If so, give, Date: —

Nature of offense: —

Disposition of said conviction: —

5. Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality: NO

If so, give,

Nature of offense: _____

Disposition of said conviction: _____

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: NO

If so, give,

Date: _____

Disposition of said conviction: _____

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: NO

If so,

State particulars: _____

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: NO

If so, give,

Date: _____

Reason for revocation: _____

9. In what capacity are you employed by the applicant: Owner

10. Give name of person who appointed you in your present capacity:

Name: myself

Date of appointment: _____

11. List employer for past five year:

Name: Savony Restaurant & Pancake Cafe

Address: 782 W. Bartlett. Rd.

Manager's name: George Panagakis

Employment type: Owner

12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

Restaurant Manager Since 1996

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

Same

14. How many hours per week will you be physically present at the premises to be licensed: 30

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: No

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

AFFIDAVIT

Village of Bartlett
Counties of Cook, DuPage and Kane, Illinois

The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein.

The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.



Signature of Manager or Agent

Subscribed and sworn to by George Panagakis
before me this 9th day of May, 2018


Notary Public

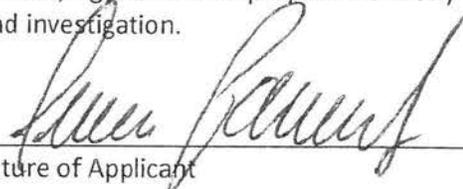


CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

Each applicant, Officer, Director, Manager proposed Liquor Manager, proposed manager of the premises, and Shareholder or Stockholder owning in the aggregate more than five (5%) percent of the stock of such corporation shall complete and sign the following investigation authorization. For a corporation whose stock is publicly traded and is listed on a recognized exchange, shareholders owning in the aggregate less than 25% of the stock of such corporation, and Directors and Officer who do not have any management responsibilities of such corporation need complete this investigation authorization.

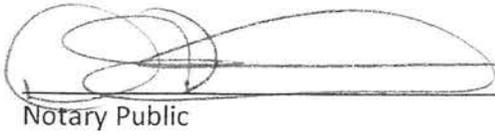
INVESTIGATION AUTHORIZATION

I, George Panagakis hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.



Signature of Applicant

Subscribed and sworn to by George Panagakis
before me this 9th day of May, 2018



Notary Public



Liquor Descriptions and Hours

Class A – Serve All Alcohol
\$1250.00

Sun – Thurs 8:00am until 1:00am
Fri & Sat 8:00am until 2:00am

Class A ext – Serve All Alcohol
\$1600.00

Sun – Thurs 8:00am until 2:00am
Fri & Sat 8:00am until 4:00am

Class B – Serve Beer and Wine only
\$900.00

Sun – Thurs 8:00am until 1:00am
Fri & Sat 8:00am until 2:00am

Class C – Retail Sale, All Alcohol
\$950.00

Sun – Thurs 8:00am until 10:00pm
Fri & Sat 8:00am until Midnight

Class C ext – Retail Sale, All Alcohol, 24hr Store
\$850.00

Sun – Thurs 8:00am until Midnight
Fri & Sat 8:00am until 1:00am

Class D – One Day – Charitable Events,
Not to exceed 12hrs within a 24hr
period
\$5.00

Sun – Thurs 8:00 until 1:00am
Fri & Sat 8:00 until 2:00am

Class F – Serve All Alcohol – Restaurant
\$1000.00

Sun – Thurs 10:30am – Midnight
Fri & Sat 10:30am – 1:00am

Class G – Retail Sale with 65% devoted to
Wine
\$950.00

Sunday 12:00pm until 9:00pm
Mon – Thurs 10:00am until 10:00pm
Fri & Sat 10:00am until Midnight

Class H – Retail Sale, Beer and Wine only
\$850.00

Sun – Thurs 8:00am until 10:00pm
Fri & Sat 8:00am until Midnight

Class I – Serve All Alcohol, Senior Centers
\$1250.00

Sun – Sat 11:00am until 10:00pm

Class J – Serve All Alcohol, Special Event for
Current Liquor License holders, not
to exceed 6hrs within a 24hr period
\$100.00

Sun – Thurs 12:00pm until 9:00pm
Fri & Sat 12:00pm until 11:00pm

Class K – Serve All Alcohol, Catering
(must hold a current Village Liquor
license)
\$500.00

Sun – Thurs 8:00am until 1:00am
Fri & Sat 8:00am until 2:00am

Class L – Retail Sale, All Alcohol
\$900.00

Sun – Thurs 10:00am until 11:00am
Fri & Sat 10:00am until Midnight

Class M – Outside Catering
\$200.00

Sun – Thurs 8:00am until 1:00am
Fri & Sat 8:00am until 2:00am

Class N – Serve All Alcohol, Outdoor seating
only available for premises defined
as a "nightclub" (7,000sqft plus)
\$2000.00

Sun – Sat 10:00am until 3:00am

Class O – Special Use Catering
(must hold a current Village Liquor
License)
\$200.00

Sun – Thurs 8:00am until 1:00am
Fri & Sat 8:00am until 2:00am

License and Permit Bond

(Valid in the states of Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Ohio and Wisconsin only)
 For County, City, Town or Village Only – Not valid for bonds required by the State.
 Not valid for Contract, Performance, Maintenance, Subdivision, Supply or Utility Guarantee Bond.

Principal: (Full name and address)
GAP Sparta Food Service, Inc. DBA Savoury Restaurant
782 W Bartlett Rd
Bartlett, IL 60103-4482
 Effective Date: June 9, 2017
 (Valid up to 3 years)

Obligee: (Principal's customer)
Village of Bartlett
228 S Main St
Bartlett, IL 60103-4421
 Expiration Date: June 9, 2018

PENAL AMOUNT OF BOND:

Two Thousand Dollars Dollars (\$ 2,000.00),
 lawful money of the United States, to be paid to the said obligee, for which payment well and truly to be made we bind
 ourselves and our legal representative, jointly and severally.

The condition of this obligation is such, that whereas, the principal has been licensed by the Obligee for:
Liquor License Bond

NOW, THEREFORE, if said Principal shall faithfully perform all the duties and comply with the laws and ordinances, (including all amendments) pertaining to the license or permit, then this obligation shall be null and void; otherwise to remain in full force for not more than 36 consecutive months, unless renewed by continuation certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the Surety shall be relieved from any liability for any subsequent acts or omissions of the Principal.

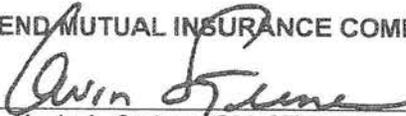
Principal's company shall save and keep harmless the Obligee from all losses or damage which it may sustain or for which it may become liable on account of the issuance of said license and permit. The maximum liability shall not exceed the bond penalty.

Signed with our hands and sealed with our seals this, the 9th day of June, 20 17.

GAP Sparta Food Service, Inc. DBA Savoury Restaurant

WEST BEND MUTUAL INSURANCE COMPANY

(Principal)

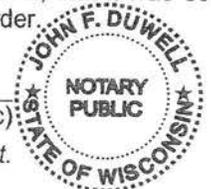

 Kevin A. Steiner, Chief Executive Officer



On the 1st day of March, 2009, before me personally came Kevin A. Steiner to me known, who being by me duly sworn, did depose and say: that he resides in the County of Washington, State of Wisconsin; that he is the Chief Executive Officer of WEST BEND MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN
 County of Washington


 John Duwell (Notary Public)
 My Commission is permanent.



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

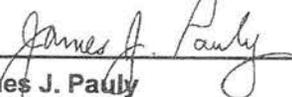
Power of Attorney

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest


James J. Pauly
Secretary

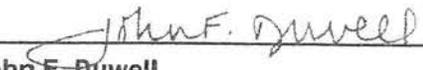



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 9th day of June, 2017




Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Illinois BASSET On-Premise SELLER / SERVER CERTIFICATION

Trainee Name: George Panagakis
Date of Completion: 12/03/2014 21:44 CST

School Name: Learn2Serve
Certification #: IL 2292533



I, _____
Certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.



782-786 West Bartlett Road Lease

1. PARTIES. This lease ("Lease"), dated as of this 30th day of August, 2006, is made by and between G.M.D.J. Group (sometimes hereinafter the "Landlord") and G.A.P. SPARTA FOOD, INC, (sometimes hereinafter individually "a Tenant" and collectively "the Tenant") (the Landlord and the Tenant are hereinafter individually a "Party" and collectively the "Parties").

2. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space having general dimensions of approximately 60 IN THE FRONT / 58 IN THE BACK feet in width by 70 feet in depth as depicted on the attached plan (sometimes hereinafter the "Premises"), also known as 4,204 sq ft. The location and dimensions of said Premises are commonly known as 782-786 West Bartlett Road, City of Bartlett, County of Cook, State of Illinois, 60103.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE. FAMILY RESTAURANT/PANCAKE HOUSE

Year	Increase	Rent Per Sq Ft	Monthly Total	Comments
1	0%	\$15.50	\$5,430.17	
2	0%	\$15.50	\$5,430.17	
3	3%	\$15.97	\$5,593.07	
4	3%	\$16.44	\$5,760.86	
5	3%	\$16.94	\$5,933.69	
6	3%	\$17.45	\$6,111.70	
7	3%	\$17.97	\$6,295.05	
8	3%	\$18.51	\$6,483.90	
9	3%	\$19.06	\$6,678.42	
10	3%	\$19.63	\$6,878.77	
11	3%	\$20.22	\$7,085.14	Start first five(5) year option
12	3%	\$20.83	\$7,297.69	
13	3%	\$21.46	\$7,516.62	
14	3%	\$22.10	\$7,742.12	
15	3%	\$22.76	\$7,974.38	
16	3%	\$23.45	\$8,213.61	Start second five(5) year
17	3%	\$24.15	\$8,460.02	option
18	3%	\$24.87	\$8,713.82	
19	3%	\$25.62	\$8,975.24	
20	3%	\$26.39	\$9,244.50	

LANDLORD INITIALS GC

TENANT INITIALS P. P.