

VILLAGE OF BARTLETT
BOARD AGENDA
JUNE 20, 2017
7:00 P.M.

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

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

*6. MINUTES: Board and Committee Minutes – June 6, 2017

*7. BILL LIST: June 20, 2017

8. TREASURER'S REPORT: April, 2017
Motor Fuel Tax Report – March, 2017
Sales Tax Report – February, 2017

9. PRESIDENT'S REPORT: 1. BAPS Welcome Proclamation
2. Liquor License Renewals
3. Ignite the Courage Class D Liquor License Request

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. Alden Estates Preliminary/Final PUD and Extension

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. An Ordinance providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.
2. Municipal Advisory Service Agreement
- *3. Brewster Creek TIF Payout Request – General Subaccount Payout No. 2
- *4. Prevailing Wage Ordinance
5. Hole-In-One Camera for Bartlett Hills

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

1. Active Transportation Alliance - Kickstand Classic II Bike Race Agreement
2. Ignite the Courage Right of Way Request
- *3. Rescind Platform 18 Liquor License
- *4. 4th of July Fireworks Display Request
- *5. 4th of July Parade Permit Request
- *6. 4th of July Carnival License Application
- *7. Heritage Oaks Tree Removal

- E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
1. Award of Certain Trade Contracts for new Police Facility
 2. Radio System Design - Build, Equipment and Installation Agreement
 3. Earth Retention System

- F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE
1. Engineering Services for Bartlett Transmission Mains
 - *2. Purchase of two Large Dump Trucks
 - *3. Purchase of one Small Dump Truck
 - *4. Americans with Disabilities Act Transition Plan

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



VILLAGE OF BARTLETT
BOARD MINUTES
June 6, 2017

1. CALL TO ORDER

President Wallace called the regular meeting of June 6, 2017 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from the Village Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add Items 1 and 2 under the Planning & Zoning Committee (Ordinance 2017-69, an Ordinance Granting Site Plan Approval on Lot 9B2 (Ridge BC2) in the Brewster Creek Business Park and (Resolution 2017-70-R, a Resolution Adopting a Complete Streets Policy) to the Consent Agenda.

Trustee Reinke stated that he would like to add Item 1 under the Public Works Committee (Ordinance 2017-73, an Ordinance Approving the Amendment to Agreement Between the State of Illinois and the Village of Bartlett dated April 25, 2016 State Contract No.



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60V57, and Providing for the Addition of US Route 20 Service Road (FR2.91) from the South Side of the Pavement to US Route 20 (FAP 345) Easterly to its Dead End to the Municipal Street System of the Village of Bartlett) to the Consent Agenda.

Trustee Carbonaro stated that he would like to add Item 1 under the Police & Health Committee (Resolution 2017-72-R, a Resolution Approving the Intergovernmental Agreement for Municipal Jail Services Between the Village of Hanover Park and the Village of Bartlett) to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add Items 1 and 2 under the Planning & Zoning Committee (Ordinance 2017-69, an Ordinance Granting Site Plan Approval on Lot 9B2 (Ridge BC2) in the Brewster Creek Business Park and (Resolution 2017-70-R, a Resolution Adopting a Complete Streets Policy); Item 1 under the Public Works Committee (Ordinance 2017-73, an Ordinance Approving the Amendment to Agreement Between the State of Illinois and the Village of Bartlett dated April 25, 2016 State Contract No. 60V57, and Providing for the Addition of US Route 20 Service Road (FR2.91) from the South Side of the Pavement to US Route 20 (FAP 345) Easterly to its Dead End to the Municipal Street System of the Village of Bartlett); Item 1 under the Police & Health Committee (Resolution 2017-72-R, a Resolution Approving the Intergovernmental Agreement for Municipal Jail Services Between the Village of Hanover Park and the Village of Bartlett), and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

Trustee Deyne moved to approve the Amended Consent Agenda and all items contained therein, and that motion was seconded by Trustee Carbonaro.



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ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

6. MINUTES - Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT

President Wallace made the following Commission appointments:

Economic Development Commission – 3 Year Term

Re-appoint Gerald Kubaszko
Re-appoint Robert Perri
Re-appoint Cecilia Green
Re-appoint Tracy Smodilla

Appoint Dan Gunsteen
Appoint Stephanie Gandsey

Trustee Camerer motioned to consent to the appointments and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO CONSENT TO THE MAYORS APPOINTMENTS

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

Bike and Run Plan Advisory Committee – 3 Year Term

Re-appoint Michael Camerer

Trustee Deyne motioned to consent to the appointment and that motion was seconded by Trustee Gabrenya.



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ROLL CALL VOTE TO CONSENT TO THE MAYORS APPOINTMENT

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

President Wallace presented a liquor license renewal for the following:

Class A	O'Hare & Vance Enterprises, Inc. dba O'Hare's Pub & Restaurant	207 S. Main Street
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President Wallace stated that if there were no objections he would reissue the above liquor license which will be renewed for the license year May 1, 2017 to April 30, 2018.

There were no objections.

President Wallace presented a request for a Class D liquor license for the Bartlett 4th of July Committee for the 4th of July festival on June 30 – July 4, 2017, and said he would issue that liquor license if it is approved by the Board.

Trustee Deyne moved to approve the Class D liquor license for Bartlett 4th of July Committee and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE THE CLASS D LIQUOR LICENSE FOR BARTLETT 4th OF JULY COMMITTEE

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

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Hopkins asked about the NICOR improvements and stated that quite a bit of the easements are torn out. When do they plan on being fixed?

Public Works Director Dan Dinges stated that as they get done with different projects they will go through and do the restoration. It has been wet this spring so it has been tough getting dirt. They will follow up with their contact and make sure that things get completed.



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Trustee Hopkins stated that when commuters get off the train there is a mad dash to get to the other side of the tracks. Is there something we can do such as getting certain crosswalks marked or perhaps timing of stoplights?

Administrator Schumacher stated that they will take a look at the configuration and see if there is something we can do like marking the pavement or crosswalk notifications.

Trustee Camerer stated that he had a resident asked him about the landlords of the Dominick's property in regards to a fence that has fallen down.

Community Development Director Jim Plonczynski stated that they have contacted the ownership. The fence was damaged and a repair date was set for June 13th. They have been noticed for the violation.

Assistant to the Village Administrator Scott Skrycki stated that they were working on it yesterday and he will make sure to follow through and make sure it is completed.

President Wallace stated that there is an ash tree on his street with large branches hanging over the road. He asked that the arborist take a look at it and make sure that it does not fall onto the street.

11. TOWN HALL

Terry Witt, 471 S. Western Avenue

Mr. Witt stated that he was happy to see the Complete Streets Policy approved. Since it was introduced about 10 years ago, there have been over 1,000 communities across the United States who have adopted this policy. He stated that the automobile has dominated transportation planning for the past 100 years. Their concern is getting cars from point A to point B as fast as possible. Complete Streets changes that focus from cars first, to people first – SAFELY. The policy was written extremely well by the staff and is very thorough. If we live up to it, we will be doing the residents a great service in this community. He spoke about IDOT's street policy and the safety for the community. He spoke about the downtown traffic and the speed limits in town. He spoke about the business community and stated that Complete Streets have stronger growth rates because people slow down and have a chance to shop and browse, congregate, and be a community.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2017-69, an Ordinance Granting Site Plan Approval on Lot 9B2 (Ridge BC2) in the Brewster Creek Business Park and Resolution



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2017-70-R, a Resolution Adopting a Complete Streets Policy were covered and approved under the Consent Agenda.

Trustee Hopkins presented Resolution 2017-71-R, a Resolution Approving of the Agreement Between the Village of Bartlett and RLE Property Corporation for a Land Lease Agreement on Village Property. This Agreement will allow RLE to park 400 Toyota vehicles on the Village owned property at the southwest corner of Route 20 and Route 59 from June 15, 2017 – November 30, 2017.

Trustee Hopkins moved to approve Resolution 2017-71-R, a Resolution Approving of the Agreement Between the Village of Bartlett and RLE Property Corporation for a Land Lease Agreement on Village Property and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE RESOLUTION 2017-71-R APPROVING A LAND LEASE AGREEMENT WITH RLE PROPERTY CORPORATION

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

NAYS: None

ABSENT: None

ABSTAIN: Trustee Reinke

MOTION CARRIED

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2017-72-R, a Resolution Approving the Intergovernmental Agreement for Municipal Jail Services Between the Village of Hanover Park and the Village of Bartlett; McGruff Special Display Permit and Ordinance 2017-74, an Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett were covered and approved under the Consent Agenda.



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F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2017-73, an Ordinance Approving the Amendment to Agreement Between the State of Illinois and the Village of Bartlett dated April 25, 2016 State Contract No. 60V57, and Providing for the Addition of US Route 20 Service Road (FR2.91) from the South Side of the Pavement to US Route 20 (FAP 345) Easterly to its Dead End to the Municipal Street System of the Village of Bartlett; Resolution 2017-75-R, a Resolution Approving of the Non-Exclusive License Agreement Between the Village of Bartlett and Chicago SMSA Limited Partnership D/B/A Verizon Wireless and Resolution 2017-76-R, a Resolution Approving of the Non-Exclusive License Agreement Between the Village of Bartlett and Chicago SMSA Limited Partnership D/B/A Verizon Wireless were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Deyne recognized the anniversaries of the following Village employees:

Paula Schumacher	24 Years
Tyler Isham	1 Year
Scott Skrycki	16 Years
Dan Dinges	3 Years
Patrick Ullrich	19 Years
Brian Goralski	30 Years

Trustee Gabrenya stated that on behalf of herself and her entire family, she wanted to thank the Village President and the Village Board as well as the staff for all of the wonderful things they did after the loss of her mother, T.L. Arends. The kindness that everyone showed was immense and overwhelming and will never be forgotten. She thanked everyone for an amazing outpouring. She also thanked them for the warm welcome as she took her seat on this Board. She looked forward to serving and being part of this great Village.

14. QUESTION/ANSWER & TRUSTEES

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

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

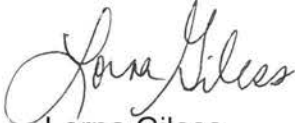


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ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:23 p.m.


Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES

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

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

ABSENT: None

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

PLANNING & ZONING COMMITTEE

1. Alden Estates of Bartlett

Chairman Hopkins presented Alden Estates of Bartlett.

Community Development Director Jim Plonczynski stated that Alden Estates has been returned from the Plan Commission. The development is on the east side of Route 59, behind the Artis Senior Living project, south of Apple Valley Drive. They are looking for a Preliminary and Final PUD plan on Lot 2 of the subdivision for a 78 bed skilled nursing facility which would provide both short and long-term rehabilitation services. The Plan Commission reviewed this and conducted the Public Hearing on May 11, 2017 and it was recommended. Because this is a PUD, the petitioner has a one-year timeframe in which to construct. They have to go through the State to get approval for this type of facility which takes quite a while so they are asking for a two-year timeframe to allow the construction of the final development plan.

President Wallace asked when Artis Senior Living will be finished?

Building Director Brian Goralski stated that it will hopefully be done before winter.

President Wallace asked if Artis is selling that land to Alden Estates or are they leasing it?

Mr. Plonczynski stated that they are purchasing the land.

President Wallace asked if Artis was okay with this one-year extension?



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Steve Friedland, Attorney for Applegate & Thorne-Thomsen stated that as far as Artis is concerned, they don't have a problem with the delay. Because this facility requires financing through the State, it takes extra time. They would like to proceed as quickly as possible and confirmed that they are buying the land from Artis.

Chairman Hopkins stated that they meet the parking requirements but asked if they anticipated any issues.

Mr. Friedland stated that they greatly exceeded the required parking requirements. They planned it based on their needs versus the code requirement. They are very comfortable with the space count.

Chairman Hopkins asked if any signage should be required as far as mandating the right-in and right-out? He wondered if people will try to turn left and cross Route 59 to get into this facility.

Mr. Plonczynski imagined that there would be some kind of signage saying "no left turn". IDOT is not keen on adding signage in the right-of-way. It is a matter of education for the employees to learn about the flow of traffic and how to get in and out.

President Wallace stated that there will be a lot of people u-turning on Congress.

Chairman Hopkins asked if there is currently a no u-turn sign?

Mr. Plonczynski stated "no", not to his knowledge. IDOT allows u-turns and promotes them.

Chairman Hopkins stated that he meant a u-turn sign on Congress and we should monitor it.

Mr. Plonczynski stated that they will keep an eye on it and have the police patrol if necessary.

Chairman Reinke asked about the referenced "Mail Affidavit" and asked for a copy to make sure that all the residents in the area have received notice of this. He found it hard to believe that nobody showed up and he has not received a single email about it.



VILLAGE OF BARTLETT COMMITTEE MINUTES

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FINANCE & GOLF COMMITTEE

1. General Obligation Refunding Bonds

Chairman Deyne introduced the 2007 General Obligation bond refunding. He asked the Finance Director to address the details.

Finance Director Todd Dowden stated that these bonds were issued for the Fire District and did become available for refunding in December, 2016. Because of the favorable interest rates, now is the time to refund them. The total savings due to the lower interest rates would be roughly \$260,000 over the remaining life of the bonds. That equates to a present value savings of \$230,000. You calculate whether it's worth refunding or not by how much money you are saving from the total par value that you are refunding and that calculates to just over 8%. The GFOA recommends at least a minimum of 3% savings to make it worth your while. We feel that we are clearly above that level right now. He included a parameters ordinance, similar to the way the bonds were issued for the police station.

Chairman Carbonaro asked if these were originally 30 year bonds?

Mr. Dowden stated that they were 20 year bonds.

Chairman Carbonaro asked if we were extending them for another 20 years?

Mr. Dowden stated that they will mature at the same time span. They are not stretching it out at all and it will be flat debt service.

Chairman Hopkins asked what the general fund balance was?

Mr. Dowden stated that it is in the \$10-\$11 million range.

Chairman Hopkins asked if it would be worth it to pay this off and then we can save on all sorts of fees that come along with refinancing bonds?

Mr. Dowden stated that it would bring the fund balance below the policy. There is reasons for keeping a fund balance cash flow for emergencies, etc. He would recommend not doing that at this time.

Chairman Hopkins asked about maybe taking \$1 million towards it.

Mr. Dowden stated that they are working the fund balance down with the police station bonds and they have already committed \$1.2 toward that. When he says \$10 million,



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some of that is already accounted for. He would advise against using the fund balance dollars.

2. Municipal Advisory Service Agreement

Chairman Deyne asked Mr. Dowden to proceed.

Mr. Dowden stated that this goes along with the bond refunding. This is the housekeeping on the agreement that spells out the fees. They have been working with Robert W. Baird, who has helped them reduce the bond fees and has saved them \$7,000 by switching the paying agent. They also work with the underwriters on the whole bond issue.

LICENSE & ORDINANCE COMMITTEE

1. Kickstand Classic II Bike Race Agreement

Chairman Camerer stated that they are very excited to have the Kickstand Classic II come to town on October 1st. He spoke about an addition to the race with the Davis Phinney Foundation. He introduced Jim Duran.

Jim Duran stated that he has worked for the last 7 years with the Davis Phinney foundation. Davis Phinney is a former bicycle racer who competed back in the 1980's. Davis was diagnosed with Parkinson's disease and started a foundation which is focused on people with Parkinson's living well today. His message is to get out and be active and don't be a victim. They started as a result of that mission, a bicycle challenge. Over the last 7 years they have held this ride in Hampshire Illinois. He stated that he participated in the Kickstand Classic last year and it was through that experience, that he saw an opportunity for us to work better together. They approached the Active Transportation Alliance with this idea. This event is a 5 hour challenge. The idea is to ride 100 miles in 5 hours. These riders are like the ultra marathoners. There are very few opportunities to do this kind of event. They were looking for a way to marry these two events. They have worked out all the logistics and would be happy to answer any questions.

President Wallace stated that these 200 riders are top-level cyclists and come from all over the Midwest. He had concerns over the safety of slower riders.

Mr. Duran stated that the type of riders that do this kind of event are used to doing this kind of event. We set the rules and the organizers make it very clear on how this will run and if they violate the rules they will be pulled off the course.



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President Wallace asked how fast they would be going?

Mr. Duran stated that they would average about 20 mph for 5 hours. By comparison, he participated in the fast race of the Kickstand Classic last year and they were going faster than that.

Chairman Camerer asked about the division of the road and having the professional writers on the inside lane.

Mr. Duran stated that it is about safety. They proposed to take the inner lane, especially in the corners, to the sub five riders and preserve the outer lanes to the Kickstand Classic riders. The reason is because as you are doing the event, the Davis Phinney riders would leave first and the rest can finish in the allotted times through the rest of the morning. The last thing they want is for groups trying to cross paths. If you let the Kickstand riders come onto the inside lane where the other riders are going continuously, it would create a scenario where you would have to cross paths and they want to avoid that.

Chairman Gabrenya stated that it is a natural tendency for a slower rider to try to cut the corners. What will they do at the corners?

Mr. Duran stated that they will have cones in the corners and will have assigned marshals on the course. They will help direct traffic for the bicyclists. Their vision is that each corner would have one or two marshals dedicated specifically to remind everyone of their correct lanes.

Chairman Gabrenya asked if it was a 5 hour event or 100 mile finish?

Mr. Duran stated that the goal of it is to finish 100 miles in 5 hours. They are organized into teams of 6 to 8 individuals working together as a team. Over the course of 30 minutes, all the teams are set off with 30 seconds to 1 minute in between. That gets them pretty much scattered around the course. The expectation is to do it within the 5 hour limit. He didn't anticipate that they would keep going past the 5 hour limit since the goal would not have been reached. He stated that their goal would be to finish no later than 12 noon.

President Wallace stated that last year's event was so great on its own he hated to do anything to tarnish that with this melding in only the second year. He stated that they sold out last year and he had concerns about changing it.

Administrator Schumacher stated that they had the exact same feelings about it. They worked really hard with the Active Transportation Alliance and raised all the concerns that you have. She thought that they have come up with a good plan and a good way to



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logistically meld the two races. She thought they could stress the ending time and make sure the residents are not inconvenienced for a longer period of time.

Chairman Deyne stated that they expressed concerns last year and it turned out to be extremely successful. He felt that they need to trust the Kickstand Classic people who put this together and thought it was a great event for the Village of Bartlett.

Chairman Camerer stated that last year they had limited riders to 600. This year they were going to extend it to 1,000 riders (including the Phinney riders).

President Wallace asked Mr. Duran if he was sure they would get 200 riders?

Mr. Duran stated that they have not announced this yet but they think they could fill between 180 and 200 riders.

President Wallace asked if they were sharing in the registration fees?

Mr. Plonczynski stated that they were given our cost estimates for police, public works, barricades, etc. Our Agreement is with Active Transportation and is split 50/50. The Phinney Foundation is a separate Agreement that is not part of ours.

President Wallace stated that we should sharpen the pencil on that.

Mr. Plonczynski stated that they have reduced the costs based on our experience last year with the barricades and patrol officers.

President Wallace stated that if the Phinney Foundation has 200 riders at \$100 apiece and Active Transit has 600 riders at \$50 apiece, and with additional sponsors, it should not cost us anything.

Mr. Plonczynski stated that they are still asking for us to share in our end of it. He stated that they could certainly approach that aspect.

President Wallace stated that we are taking 100% of the public risk and 100% of the blowback from the public, he thought they could sharpen it a little bit.

Mr. Plonczynski stated that he will bring that up with Active Transportation.

Administrator Schumacher stated that they lost money on the race last year so she did not know how amenable they will be to that. She stated that they do the advertising, registrations, volunteers, swag, and timing.



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President Wallace stated that this is a great event that he still has two concerns: messing it up from last year and making sure that it is equal and everyone shares a little bit of the deal.

Chairman Gabrenya stated that last year, the mission of the race was to draw people to the downtown. The question is, will this second race enhance us in succeeding at that mission? If the goal was to involve our community and get them involved, would we have done that without complicating it even more?

President Wallace stated that bike enthusiasts will love to come watch these guys. We will have people here just to watch this race.

Chairman Reinke stated that he would like to hear more about the coordination with Active Transportation and the staff so if something goes wrong, how we will handle it and keep the show on the road as well as keeping everyone safe and get the roads opened by 12:00 p.m. This was a great event last year and it brought a lot of people downtown. It is part of that spirit of community that we talked a lot about and it is innovative and very Bartlett.

Mr. Duran stated that they will put an end time to the race and did not anticipate any issues.

Administrator Schumacher stated that they will put together some more information on the cost, the hard end time, combination of our efforts with Active Transportation and a disaster plan and the bring it back to the Board for review.

President Wallace stated that he thought they were comfortable and advised staff to clean it up and get it back here for a final vote.

PUBLIC WORKS COMMITTEE

1. ADA Transition Plan

Chairman Reinke presented the Americans with Disabilities Act (ADA) Transition Plan and asked staff to explain.

Management Analyst Tyler Isham stated that this is an update to the previous ADA Plan with the updates to Title II which requires a difference in the sidewalks and right of ways to include truncated dome curb cuts. There is no timeframe for this but it just needs to be in our plan.



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Chairman Reinke stated that he looked at the report in detail and he was very impressed with the thoroughness. He really appreciated staff work on this.

There being no further business to discuss, Chairman Camerer moved to adjourn the regular Committee of the Whole 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 8:12 p.m.

Lorna Gilles
Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017**

100-GENERAL FUND REVENUES

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DIRECTOR, ILLINOIS STATE POLICE	FORFEITED FUNDS	754.00
INVOICES TOTAL:		754.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JUNE 2017	273,228.99
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - JUNE 2017	2,694.33
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JUNE 2017	14,630.07
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JUNE 2017	141.35
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - JUNE 2017	804.49
** 1 BRIGIDO PALOMO	DENTAL COVERAGE REIMBURSEMENT	588.15
INVOICES TOTAL:		292,087.38

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	137.10
INVOICES TOTAL:		137.10

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	EASEL PADS	90.16
INVOICES TOTAL:		90.16

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	121.74
INVOICES TOTAL:		121.74

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEMBERSHIP DUES	581.00
1 MUNICIPAL CLERKS OF DUPAGE COUNTY	MEMBERSHIP RENEWAL	20.00
INVOICES TOTAL:		601.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	REFRESHMENTS/SUPPLIES	181.25
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	14.07

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1 TOWN & COUNTRY GARDENS	MEMORIAL DAY WREATHS/FLOWERS	725.00
	INVOICES TOTAL:	920.32

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	1,557.55
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	16.48
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	170.81
** 1 BEN SCHMIDT	PROGRAM SPEAKER FEES	200.00
	INVOICES TOTAL:	1,944.84

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SOUND SYSTEM SUPPLIES	355.80
1 COMCAST	VPN SERVICE	8.41
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	9.13
	INVOICES TOTAL:	373.34

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
	INVOICES TOTAL:	2,925.00

1400-FINANCE

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	STANDING WORKSTATIONS	744.82
1 WAREHOUSE DIRECT	PAPER/CALCULATOR/SUPPLIES	258.29
	INVOICES TOTAL:	1,003.11

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOVERNMENT FINANCE OFFICERS	MEMBERSHIP RENEWAL	250.00
	INVOICES TOTAL:	250.00

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	PUBLIC NOTICE	87.00
** 1 TONY FRADIN	RETAIL SHOW REGISTRATION FEES	440.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 6/20/2017**

INVOICES TOTAL: 527.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	23.48
		<u>INVOICES TOTAL:</u> <u>23.48</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	85.72
		<u>INVOICES TOTAL:</u> <u>85.72</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	STANDING WORKSTATIONS	410.98
		<u>INVOICES TOTAL:</u> <u>410.98</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	101.23
		<u>INVOICES TOTAL:</u> <u>101.23</u>

1600-BUILDING

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VINYL TAPE MEASURERS	222.18
		<u>INVOICES TOTAL:</u> <u>222.18</u>

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,075.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	410.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	2,099.80
		<u>INVOICES TOTAL:</u> <u>3,584.80</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	128.61
		<u>INVOICES TOTAL:</u> <u>128.61</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	223.50
		<u>INVOICES TOTAL:</u> <u>223.50</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	23.88
	INVOICES TOTAL:	23.88

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALICE BENDIG	SKETCH ARTIST DRAWING	200.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 STERICYCLE INC	SERVICE AGREEMENT	169.64
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	690.24
	INVOICES TOTAL:	2,414.88

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,367.60
	INVOICES TOTAL:	1,367.60

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SDI USA INC	ANNUAL SOFTWARE SUPPORT FEE	657.00
	INVOICES TOTAL:	657.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	45.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	45.85
** 1 CARDMEMBER SERVICE	SPEED TRAILER TOW HITCH	57.95
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	299.40
1 MR CAR WASH	MAY 2017 CAR WASHES	92.69
1 ULTRA STROBE COMMUNICATIONS INC	IDLE SWITCH REPLACEMENT	16.95
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	140.90
	INVOICES TOTAL:	699.59

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WHEEL LOCK/TRAILER BUMPER MARKERS	91.34
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	19.60
	INVOICES TOTAL:	110.94

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 THE DOGFATHER	CROSSING GUARD LUNCHEON	300.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017**

1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM	30.82
1 LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	342.45
1 LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	212.10
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	168.36
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	211.05
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.26
1 WAREHOUSE DIRECT	TONER	280.28
	INVOICES TOTAL:	1,656.32

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	PATCHES	247.00
1 STREICHER'S INC	VEST	600.00
1 STREICHER'S INC	VESTS	1,210.00
1 STREICHER'S INC	VEST	605.00
	INVOICES TOTAL:	2,662.00

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PAYPAL FEES	51.80
	INVOICES TOTAL:	51.80

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	AMMUNITION	350.00
	INVOICES TOTAL:	350.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,581.15
	INVOICES TOTAL:	7,581.15

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVOCATE SHERMAN HOSPITAL	CPR CARDS	17.50
1 JASON AMORE	TRAINING EXPENSES	45.90
1 VICTORIA M ANDERSON	SUMMER SPECIAL OLYMPICS	66.30
1 DAVID LACRIOLA	SUMMER SPECIAL OLYMPICS	66.30
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	150.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	97.20
1 JEAN WALSH	SUMMER SPECIAL OLYMPICS	66.30
	INVOICES TOTAL:	634.50

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	REFRESHMENTS	150.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 6/20/2017**

1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	4.41
1	JAMES DALEY PHOTOGRAPHS LTD	DEPOSIT/NATIONAL NIGHT OUT VIDEO	1,430.00
**	1 NATIONAL ASSOC OF TOWN WATCH	NNO DOG WALKER WATCH BANDANAS	100.01
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	25.00
			<u>INVOICES TOTAL:</u>
			<u>1,709.42</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH SERVICES	160.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
		<u>INVOICES TOTAL:</u>
		<u>196.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AXON ENTERPRISE INC	RANGE SUPPLIES	5,498.51
		<u>INVOICES TOTAL:</u>
		<u>5,498.51</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONFERENCE TECHNOLOGIES INC	P.A. SYSTEM RENTAL	677.00
1 VERIZON WIRELESS	WIRELESS SERVICES	215.49
1 VERIZON WIRELESS	WIRELESS SERVICES	22.60
		<u>INVOICES TOTAL:</u>
		<u>915.09</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.82
		<u>INVOICES TOTAL:</u>
		<u>22.82</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN SPRING CO INC	VEHICLE MAINTENANCE	1,821.28
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	235.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	326.60
		<u>INVOICES TOTAL:</u>
		<u>2,382.88</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
		<u>INVOICES TOTAL:</u>
		<u>1,001.00</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	700.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 CORNERSTONE LAND & LAWN INC	LANDSCAPING SERVICES	5,579.00
1 SEBERT LANDSCAPING CO	JUNE 2017 - LAWN MAINTENANCE	1,200.00
1 SEBERT LANDSCAPING CO	JUNE 2017 - LAWN MAINTENANCE	2,185.71
1 SEBERT LANDSCAPING CO	JUNE 2017 - LAWN MAINTENANCE	1,685.71
1 TRUGREEN-CHEMLAWN SCHAUMBURG	FERTILIZER APPLICATION	270.00
1 TRUGREEN-CHEMLAWN SCHAUMBURG	FERTILIZER APPLICATION	750.00
	<u>INVOICES TOTAL:</u>	<u>12,370.42</u>

527130-SIDEWALK & CURB REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SCHROEDER & SCHROEDER INC	CONCRETE REPLACEMENT PROGRAM	49,884.00
	<u>INVOICES TOTAL:</u>	<u>49,884.00</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TOMASZ & MARTA AUGUSTYNSKI	REIMBURSEMENT/DAMAGED MAILBOX	272.26
	<u>INVOICES TOTAL:</u>	<u>272.26</u>

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORM RENTAL/MARCH-MAY 2017	8,746.98
	<u>INVOICES TOTAL:</u>	<u>8,746.98</u>

530150-SMALL TOOLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NAPA AUTO PARTS	EQUIPMENT SUPPLIES/TOOLS	34.40
	<u>INVOICES TOTAL:</u>	<u>34.40</u>

532010-FUEL PURCHASES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	3,462.27
	<u>INVOICES TOTAL:</u>	<u>3,462.27</u>

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRAINGER	SAW BLADE	166.80
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	225.49
1 NAPA AUTO PARTS	EQUIPMENT SUPPLIES/TOOLS	604.30
1 RUSSO'S POWER EQUIPMENT INC	REPLACEMENT TIRES FOR MOWER	394.34
1 SAUBER MFG CO	EQUIPMENT MAINTENANCE SUPPLIES	56.72
1 WHOLESALE DIRECT INC	EQUIPMENT MAINTENANCE SUPPLIES	41.92
	<u>INVOICES TOTAL:</u>	<u>1,489.57</u>

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	55.37

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 55.37

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
INVOICES TOTAL:		22.30

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC CO	STREET LIGHT MATERIALS	4,526.16
INVOICES TOTAL:		4,526.16

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE LODGING/TRAINING	553.12
INVOICES TOTAL:		553.12

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE/HAULING CHARGES	573.20
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	764.00
1 SCHROEDER & SCHROEDER INC	CONCRETE REPLACEMENT PROGRAM	2,808.00
INVOICES TOTAL:		4,145.20

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	RADIO DETECTION LOCATOR/RECEIVER	3,155.67
** 1 CARDMEMBER SERVICE	SOUND SYSTEM MATERIALS	1,610.42
1 KONICA MINOLTA BUSINESS	COPIER FOR PUBLIC WORKS	111.34
1 KONICA MINOLTA BUSINESS	COPIER FOR PUBLIC WORKS	3,165.05
INVOICES TOTAL:		8,042.48

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	42,905.00
INVOICES TOTAL:		42,905.00

2200-MFT EXPENDITURES

583082-STEARNES RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE COUNTY	STEARNES ROAD CULVERT EXTENSION	718.00
INVOICES TOTAL:		718.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO COMMUNICATIONS LLC	CABLE INSTALLATION	3,618.85
** 1 COMMONWEALTH EDISON CO	ELECTRICITY SERVICE RELOCATION	1,042.73
1 CYBOR FIRE PROTECTION COMPANY	HYDRANT FLOW TEST	1,080.00
1 FREDERICK QUINN CORPORATION	NEW POLICE FACILITY	10,000.00
INVOICES TOTAL:		15,741.58

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	38.54
INVOICES TOTAL:		663.54

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	395,125.86
INVOICES TOTAL:		395,125.86

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,658.58
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		12,951.91

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	215.49
INVOICES TOTAL:		215.49

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,220.00
INVOICES TOTAL:		1,220.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	88.26
1 NICOR GAS	GAS BILL	26.73

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017**

INVOICES TOTAL: 114.99

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE/HAULING CHARGES	573.20
1 SCHROEDER & SCHROEDER INC	CONCRETE REPLACEMENT PROGRAM	7,662.00
	<u>INVOICES TOTAL:</u>	<u>8,235.20</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORM RENTAL/MARCH-MAY 2017	3,251.08
	<u>INVOICES TOTAL:</u>	<u>3,251.08</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,251.01
	<u>INVOICES TOTAL:</u>	<u>1,251.01</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MACHINE STAND/CORK BOARDS	88.00
	<u>INVOICES TOTAL:</u>	<u>88.00</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FLOLO CORPORATION	EQUIPMENT INSTALLATION	4,130.00
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	267.00
	<u>INVOICES TOTAL:</u>	<u>4,397.00</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
	<u>INVOICES TOTAL:</u>	<u>22.30</u>

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	3,258.00
	<u>INVOICES TOTAL:</u>	<u>3,258.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN WATER WORKS ASSOC	ANNUAL MEMBERSHIP DUES	249.00
	<u>INVOICES TOTAL:</u>	<u>249.00</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE/LEASE PAYMENT	249.55
	INVOICES TOTAL:	249.55

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	RADIO DETECTION LOCATOR/RECEIVER	3,155.67
1 KONICA MINOLTA BUSINESS	COPIER FOR PUBLIC WORKS	111.33
1 KONICA MINOLTA BUSINESS	COPIER FOR PUBLIC WORKS	3,164.98
	INVOICES TOTAL:	6,431.98

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ERST	REFUND/WATER BILL OVERPAYMENT	32.45
	INVOICES TOTAL:	32.45

5090-WATER CAPITAL PROJECTS EXP

581030-WATER TOWER PAINTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PAINT INSPECTION	8,703.75
	INVOICES TOTAL:	8,703.75

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	215.50
	INVOICES TOTAL:	215.50

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,106.50
	INVOICES TOTAL:	1,106.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	32.21
1 NICOR GAS	GAS BILL	26.90
1 NICOR GAS	GAS BILL	68.55
1 NICOR GAS	GAS BILL	34.75
1 NICOR GAS	GAS BILL	108.38
1 NICOR GAS	GAS BILL	34.24

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017**

1 NICOR GAS	GAS BILL	30.48
1 NICOR GAS	GAS BILL	50.01
INVOICES TOTAL:		385.52

524210-SLUDGE REMOVAL

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

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE/HAULING CHARGES	573.20
1 SCHROEDER & SCHROEDER INC	CONCRETE REPLACEMENT PROGRAM	3,492.00
INVOICES TOTAL:		4,065.20

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	51.96
INVOICES TOTAL:		51.96

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORM RENTAL/MARCH-MAY 2017	6,015.55
INVOICES TOTAL:		6,015.55

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,959.83
1 UNITED LABORATORIES	CHEMICAL SUPPLIES	717.70
INVOICES TOTAL:		4,677.53

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	2,274.80
INVOICES TOTAL:		2,274.80

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PRINTER	492.23
1 WAREHOUSE DIRECT	MACHINE STAND/CORK BOARDS	254.51
INVOICES TOTAL:		746.74

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	169.94
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	34.50

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 USA BLUE BOOK	EFFLUENT PUMP	830.31
		INVOICES TOTAL: 1,034.75

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	150.00
		INVOICES TOTAL: 150.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
		INVOICES TOTAL: 22.30

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	RADIO DETECTION LOCATOR/RECEIVER	3,155.66
1 KONICA MINOLTA BUSINESS	COPIER FOR PUBLIC WORKS	111.33
1 KONICA MINOLTA BUSINESS	COPIER FOR PUBLIC WORKS	3,164.97
		INVOICES TOTAL: 6,431.96

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00
		INVOICES TOTAL: 537.00

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/FEB-APR 2017	1,715.33
		INVOICES TOTAL: 1,715.33

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	99.63
1 NICOR GAS	GAS BILL	183.38
1 NICOR GAS	GAS BILL	40.71
		INVOICES TOTAL: 323.72

529000-OTHER CONTRACTUAL SERVICES

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

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,725.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
INVOICES TOTAL:		2,853.80

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	SPRINKLER SYSTEM INSPECTION	660.00
1 ROSCOE CO	MATS	164.95
INVOICES TOTAL:		824.95

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NOVOPRINT USA INC	ADVERTISING AGREEMENT	297.50
INVOICES TOTAL:		297.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	460.98
INVOICES TOTAL:		460.98

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LASER PRINTER	102.30
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	20.64
INVOICES TOTAL:		122.94

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELUXE	DEPOSIT TICKET BOOKS	41.88
INVOICES TOTAL:		41.88

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	116.07
1 NICOR GAS	GAS BILL	153.66
INVOICES TOTAL:		269.73

5560-GOLF RESTAURANT EXPENSES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	62.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
INVOICES TOTAL:		249.79

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	76.83
INVOICES TOTAL:		76.83

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	43.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	79.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	56.15
INVOICES TOTAL:		178.75

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELUXE	DEPOSIT TICKET BOOKS	41.88
INVOICES TOTAL:		41.88

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	200.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	203.40
1 EUCLID BEVERAGE LLC	BEER PURCHASE	95.30
1 EUCLID BEVERAGE LLC	BEER PURCHASE	541.13
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	361.95
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-30.44
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-31.45
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	250.51
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	225.82
1 GRECO AND SONS INC	FOOD PURCHASE	49.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	352.62
1 GRECO AND SONS INC	FOOD PURCHASE	52.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	27.95
1 LAKESHORE BEVERAGE	BEER PURCHASE	60.08
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	81.41
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	78.25
1 SCHAMBERGER BROS INC	BEER PURCHASE	170.19
1 SCHAMBERGER BROS INC	BEER PURCHASE	557.99
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	675.00
1 TURANO BAKING CO	FOOD PURCHASE	81.96
1 TURANO BAKING CO	FOOD PURCHASE	111.53

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 6/20/2017

INVOICES TOTAL: 4,115.80

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
1 INDUSTRIAL DOOR COMPANY	PARTION WALL MAINTENANCE	315.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	1,288.52
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	520.32
INVOICES TOTAL:		2,360.13

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 M & M SPECIAL EVENTS CO	TABLE RENTAL	185.80
INVOICES TOTAL:		185.80

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NOVOPRINT USA INC	ADVERTISING AGREEMENT	297.50
INVOICES TOTAL:		297.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	76.83
INVOICES TOTAL:		76.83

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	155.94
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	52.29
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	8.51
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	35.26
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	79.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	56.15
1 MLA WHOLESALE INC	FLOWERS	97.50
1 MLA WHOLESALE INC	FLOWERS	123.40
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	138.29
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	135.16
INVOICES TOTAL:		881.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	LABELS	309.92

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 CREEKSIDE PRINTING	ENVELOPES	353.16
1 DELUXE	DEPOSIT TICKET BOOKS	41.89
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	28.98
<u>INVOICES TOTAL:</u>		<u>733.95</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	217.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	700.10
1 ELGIN BEVERAGE CO	BEER PURCHASE	295.10
1 EUCLID BEVERAGE LLC	BEER PURCHASE	46.88
1 EUCLID BEVERAGE LLC	BEER PURCHASE	78.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	47.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	1,714.43
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	465.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,088.94
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	402.22
1 GRECO AND SONS INC	FOOD PURCHASE	24.95
1 GRECO AND SONS INC	FOOD PURCHASE	71.85
1 GRECO AND SONS INC	FOOD PURCHASE	215.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,087.39
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	259.70
1 LAKESHORE BEVERAGE	BEER PURCHASE	60.09
1 LAKESHORE BEVERAGE	CREDIT - EMPTIES	-30.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	81.42
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	78.25
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	225.23
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	806.30
1 TURANO BAKING CO	FOOD PURCHASE	81.96
1 TURANO BAKING CO	FOOD PURCHASE	130.00
<u>INVOICES TOTAL:</u>		<u>8,147.76</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	24.28
<u>INVOICES TOTAL:</u>		<u>44.28</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	149.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	18.86
1 EUCLID BEVERAGE LLC	BEER PURCHASE	211.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	510.65

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017

1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	168.99
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	28.50
1	LAKESHORE BEVERAGE	BEER PURCHASE	88.75
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	131.28
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	233.62
			INVOICES TOTAL:
			1,680.70

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE	600.00
1 THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE	2,120.90
		INVOICES TOTAL:
		2,720.90

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	EQUALLOGIC MAINTENANCE RENEWAL	8,200.00
		INVOICES TOTAL:
		8,200.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	350.00
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 TRUGREEN-CHEMLAWN SCHAUMBURG	FERTILIZER APPLICATION	129.00
1 UNIFIRST CORP	MATS	41.80
		INVOICES TOTAL:
		613.28

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.00
1 VERIZON WIRELESS	WIRELESS SERVICES	320.33
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
		INVOICES TOTAL:
		461.35

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	151.80
1 NICOR GAS	GAS BILL	265.27
1 NICOR GAS	GAS BILL	13.09
		INVOICES TOTAL:
		430.16

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PRINTER	150.60

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2017**

1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	267.64
1 WAREHOUSE DIRECT	PAPER/CALCULATOR/SUPPLIES	297.15
	INVOICES TOTAL:	715.39

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	RESTROOM SIGN/SOFTWARE	71.59
1 TOWN & COUNTRY GARDENS	MEMORIAL DAY WREATHS/FLOWERS	50.99
	INVOICES TOTAL:	122.58

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	264.26
1 CLIFFORD-WALD	PLOTTER AND SOFTWARE	7,290.00
1 DELL MARKETING L.P.	SERVER FOR VOICE RECORDER	2,479.87
1 KONICA MINOLTA BUSINESS	COPIER FOR FINANCE	334.00
1 KONICA MINOLTA BUSINESS	COPIER FOR FINANCE	12,833.00
1 SHI	NETWORK SWITCHING EQUIPMENT	322.00
	INVOICES TOTAL:	23,523.13

GRAND TOTAL: 1,029,858.72

GENERAL FUND	472,960.40
MOTOR FUEL TAX FUND	718.00
MUNICIPAL BUILDING FUND	15,741.58
BREWSTER CREEK TIF MUN ACCT	663.54
WATER FUND	445,797.57
SEWER FUND	30,641.56
PARKING FUND	5,459.80
GOLF FUND	21,089.48
CENTRAL SERVICES FUND	36,786.79
GRAND TOTAL	1,029,858.72

** Indicates pre-issue check.

CASH & INVESTMENT REPORT

April 30, 2017

Fund	Disbursements			Detail of Ending Balance			
	3/31/2017	Receipts	4/30/2017	Cash	Investments	Net Assets/Liab.	4/30/2017
General	13,540,262	1,031,157	2,235,757	3,919,542	8,253,407	162,712	12,335,661
MFT	4,233,109	78,149	93,007	1,448,333	2,786,916	(16,997)	4,218,252
Debt Service	704,406	5,851	525	209,189	499,667	876	709,732
Capital Projects	(110,336)	0	0	0	0	(110,336)	(110,336)
Municipal Building	16,986,737	510,742	512,425	199,782	477,197	16,308,075	16,985,054
Developer Deposits	3,872,460	13,673	127,375	3,013	3,540,413	215,332	3,758,758
Town Center TIF	452,174	174	0	80,179	191,515	180,653	452,348
59 & Lake TIF	(15,517)	0	0	0	0	(15,517)	(15,517)
BC Municipal TIF	397,011	184	41,336	110,267	263,382	(17,790)	355,859
Bluff City Tif Municipal	9,483	4	0	0	0	9,487	9,487
Water	21,757,650	541,076	1,029,347	613,484	1,465,119	19,190,776	21,269,379
Sewer	20,514,258	254,170	436,224	168,817	402,996	19,760,391	20,332,204
Parking	122,457	16,233	23,371	21,259	50,778	43,282	115,318
Golf	947,961	378,118	330,802	0	0	995,278	995,278
Central Services	788,067	85,495	87,951	208,202	497,308	80,101	785,612
Vehicle Replacement	3,271,889	59,986	12,842	467,545	1,116,771	1,734,717	3,319,033
TOTALS	86,906,281	2,975,012	4,930,962	7,449,613	19,545,469	58,521,039	85,516,122

BC Project TIF	5,415,628	3,256	0	5,418,886	0	0	5,418,885
Bluff City Project TIF	101	0	0	101	0	0	101
Bluff City SSA Debt Srv.	806,050	341	4,993	801,399	0	0	801,399
Police Pension	37,352,047	441,530	162,645	1,406,669	36,135,430	88,834	37,630,933



Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2016/17 as of April 30, 2017

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	21,275,990	21,848,541	97.38%	21,916,862	22,116,878	99.10%
MFT	1,103,785	1,071,387	103.02%	890,889	1,330,000	66.98%
Debt Service	1,933,970	1,755,685	110.15%	1,969,463	1,970,139	99.97%
Capital Projects	41	100,100	0.04%	172,131	25,000	100.00%
Municipal Building	17,122,098	3,860	100.00%	1,314,479	340,500	100.00%
Developer Deposits	114,405	78,500	145.74%	615,402	206,100	100.00%
Town Center TIF	1,792	0	100.00%	7,327	0	100.00%
Bluff City SSA	960,875	950,381	101.10%	1,049,391	1,125,000	93.28%
59 & Lake TIF	0	6,100	0.00%	15,517	56,000	27.71%
Bluff City Municipal TIF	4,411	1,505	293.08%	0	0	0.00%
Bluff City Project TIF	68,711	1,979,510	0.22%	68,634	1,975,000	3.48%
Brewster Creek Municipal TIF	620,352	500,600	123.92%	512,945	666,137	77.00%
Brewster Creek Project TIF	14,585,783	4,276,050	341.10%	12,391,220	4,323,553	286.60%
Water	6,804,083	7,466,070	91.13%	7,087,124	8,158,758	86.87%
Sewer	3,445,960	7,387,450	46.65%	4,200,904	8,199,905	51.23%
Parking	223,457	230,075	97.12%	190,412	227,026	83.87%
Golf	2,357,165	2,658,000	88.68%	2,480,646	2,632,324	94.24%
Central Services	1,024,207	1,021,763	100.24%	1,041,423	1,118,733	93.09%
Vehicle Replacement	658,159	645,270	102.00%	617,771	919,000	67.22%
Police Pension	4,413,677	2,098,049	210.37%	1,535,906	2,098,049	73.21%
Subtotal	76,718,920	54,078,896	141.86%	58,078,449	57,488,102	101.03%
Less Interfund Transfers	(3,972,802)	(3,109,832)	127.75%	(3,972,802)	(3,109,832)	127.75%
Total	72,746,118	50,969,064	142.73%	54,105,647	54,378,270	99.50%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2016/17 as of April 30, 2017

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	9,391,275	9,275,478	101.25%
Sales Taxes (General Fund)	2,345,319	2,205,000	106.36%
Income Taxes	3,923,528	4,368,048	89.82%
Telecommunications Tax	936,217	1,057,500	88.53%
Real Estate Transfer Tax	711,299	610,000	116.61%
Building Permits	676,539	641,275	105.50%
MFT	1,085,837	1,067,287	101.74%
Water Charges	6,366,571	6,700,000	95.02%
Sewer Charges	3,189,564	3,250,000	98.14%
Interest Income	192,807	49,375	390.50%
Gas Utility Tax	479,140	550,000	87.12%
Electric Utility Tax	165,485	153,000	108.16%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2016/17 as of April 30, 2017

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,468,945	1,670,000	87.96%
Expenses	1,483,475	1,587,645	93.44%
Net Income	(14,530)	82,355	-17.64%
F&B - Restaurant			
Revenues	140,268	133,000	105.46%
Expenses	328,093	319,149	102.80%
Net Income	(187,825)	(186,149)	100.90%
F&B - Banquet			
Revenues	624,006	735,000	84.90%
Expenses	603,158	660,230	91.36%
Net Income	20,849	74,770	27.88%
F&B - Midway			
Revenues	123,946	120,000	103.29%
Expenses	65,920	65,300	100.95%
Net Income	58,026	54,700	106.08%
Golf Fund Total			
Revenues	2,357,165	2,658,000	88.68%
Expenses	2,480,646	2,632,324	94.24%
Net Income	(123,481)	25,676	-480.92%

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032
October	99,672	79,216	83,510	90,026	89,337	87,626	91,489
November	73,018	88,011	89,027	77,655	90,552	101,486	93,216
December	93,136	92,981	85,014	103,117	103,771	93,002	97,757
January	89,163	115,721	82,788	90,866	97,525	89,828	92,928
February	96,459	83,346	70,348	83,687	74,031	90,531	88,602
March	77,675	84,943	83,251	65,802	37,978	77,861	75,544
April	89,807	82,622	70,866	75,969	95,841	93,782	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	1,009,889	1,054,055	954,255
Plus:							
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801
Jobs Now	179,796	179,796	179,796	179,796	359,592		
Total	1,280,058	1,261,425	1,189,805	1,234,808	1,407,163	1,091,798	992,056
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287

Annual Inc in \$ w/o High Growth **1.50%** **-0.07%** **-6.80%** **3.71%** **-0.73%** **4.37%** **-2.97%**



Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

April 4, 2017

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MARCH, 2017

Beginning Unobligated Balance		\$4,402,111.68
Motor Fuel Tax Allotment	\$75,544.42	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$75,544.42
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,477,656.10

PROCESSED TRANSACTIONS:

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930
September	177,173	187,893	182,163	189,650	183,399	198,880	206,205
October	168,710	177,758	165,188	170,530	188,055	212,286	212,435
November	162,303	161,152	181,865	174,037	179,846	204,437	207,123
December	171,232	164,341	165,852	153,005	163,529	178,413	201,075
January	166,523	167,926	168,154	210,506	187,865	194,219	190,934
February	171,856	157,086	147,189	151,678	141,054	149,630	167,837
March	168,981	177,777	147,039	128,886	141,609	161,850	
April	132,397	152,124	162,595	153,553	170,308	178,006	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	2,249,438	2,017,324
% increase	-7.33%	0.86%	4.17%	0.30%	2.26%	4.52%	12.17%
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000

Warrant/EFT#: EF 0008452

Fiscal Year: 2017 Issue Date: 04/05/17
 Warrant Total: \$167,837.09 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1091850	7A1091850	\$167,837.09

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$167,837.09	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 04/05/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JAN. 2017 COLL MO: FEB. 2017 VCHR MO: APR. 2017
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

**A Proclamation in Celebration of His Holiness Mahant Swami Maharaj's
Visit to the BAPS Mandir in the Village of Bartlett**

WHEREAS, the BAPS Shri Swaminarayan Mandir along Route 59 in Bartlett, Illinois was the inspiration of spiritual leader Pramukh Swami Maharaj, who envisioned a "supreme mandir" that would serve as a place of worship and prayer for the many followers of Hinduism in the Chicago area; and

WHEREAS, since its opening in August of 2004, the mandir has served as an important representation of the vast spiritual, educational and social contributions that BAPS culture makes all over the world, and the BAPS community in Bartlett has become a great and valued part of our whole community; and

WHEREAS, Bartlett was greatly saddened last year by the news that His Holiness Pramukh Swami Maharaj passed away, leaving many heavy hearts here in our Village; and

WHEREAS, the Village has shared in many special events with our friends at the mandir, including Diwali festivals, health fairs and community walkathons, we now look forward with great pleasure to a new occasion for celebration, the upcoming visit in July of His Holiness Mahant Swami Maharaj; and

WHEREAS, this most significant event for members of Hindu and South Asian communities in Illinois, the visit from the spiritual leader of BAPS, who will bring you renewed inspiration, devotion and spiritual wisdom through his personal example, and also will offer all Bartlett residents a wonderful opportunity to learn more about Hinduism and Indian culture;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim July 8 to July 17, a week of warm welcome in the Village to His Holiness Pramukh Swami Maharaj and all the visitors to the mandir and I furthermore extend our hand of continued friendship to everyone in Bartlett's BAPS community.

Dated this 20th day of June, 2017



Kevin Wallace, Village President

LIQUOR LICENSE ISSUANCE AS PRESENTED ON
JUNE 20, 2017

RENEWALS

Class A	JC Mexican Restaurant, Inc.	130 W. Bartlett Ave
Class B	Gap Sparta Food Service, Inc. dba Savoury Restaurant	782 W. Bartlett Rd



Agenda Item Executive Summary

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

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Ignite the Courage (Formerly Pink Heels) has submitted an application for a Class D liquor license for the 2017 Ignite the Courage event for August 12, 2017 at Bartlett Park.

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

The appropriate certificate of insurance has been submitted and reviewed by the Village Attorney

ATTACHMENTS (PLEASE LIST)

Memo, Motion, License Application, Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move to approve the Class D Liquor License application for the Ignite the Courage for an event on Saturday, August 12th at Bartlett Park, 102 N Eastern Ave .

Staff: Scott Skrycki
 Assistant to the Administrator

Date: June 8, 2017

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 6/8/2017
Re: Ignite the Courage Liquor License

The Ignite the Courage (Formerly Pink Heels) has submitted an application for a Class D liquor license for the 2017 Ignite the Courage event for August 12, 2017 at Bartlett Park.

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

The appropriate certificate of insurance has been submitted and reviewed by the Village Attorney.

Motion:

I move to approve the Class D Liquor License application of the Ignite the Courage for the 2017 Ignite the Courage event Saturday, August 12, 2017 at Bartlett Park, 102 N. Eastern Ave.

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: 5/12/17
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, IL 600103

Contact Name: NICK MCLEOD Telephone Number: 847.845.6226

Date License is requested for: 8/12/17

Location of sponsored event: BARTLETT PARK

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

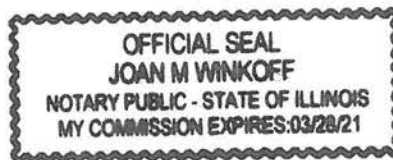
The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, 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

Janice K. Dumphreht Secretary
Signature

Subscribed and sworn by *[Signature]*
Before me this 17 day of May, 2017

Joan M. Winkoff
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.



IGNITHE-01

SANKA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2017

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 have ADDITIONAL INSURED provisions or 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 Bartlett Insurance Group 804 West Bartlett Road Bartlett, IL 60103	CONTACT NAME: PHONE (A/C, No, Ext): (630) 830-3232 FAX (A/C, No): (630) 830-3258 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Westbend</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westbend		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Westbend															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Ignite the Courage 234 North Oak Avenue Bartlett, IL 60103															

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A281103	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			A283303	08/12/2017	08/13/2018	Liquor Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Ignite the Courage summer festival - Bartlett Park - 102 N Eastern Ave, Bartlett, IL 60103

Village of Bartlett and Bartlett Park District are included as additional insured regarding general liability for the Ignite the Courage summer festival including set up and tear down of the event.

CERTIFICATE HOLDER**CANCELLATION**

Village of Bartlett 228 S. Main St. Bartlett, IL 60103	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
--	---



Agenda Item Executive Summary

Item Name Alden Estates of Bartlett- Prel./Final PUD, 1 year extension of Final PUD Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Petitioner is requesting a Preliminary/Final PUD Plan for the Alden Estates of Bartlett on Lot 2 of the Artis Senior Living Subdivision, located along the east side of Rt. 59, south of Apple Valley Drive. The proposed 68-bed skilled nursing facility would provide both short term and long term rehabilitation services at this location.

The **Plan Commission** reviewed the Petitioner's request and conducted the required public hearing at their meeting on May 11, 2017. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report.

The Petitioner is also requesting a **one (1) year extension from Section 10-9-11:A. (Construction in accordance with the Final Development Plan shall commence within one year) to allow two (2) years for construction to commence from the Final Development Plan approval.**

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on June 6, 2017 and **forwarded** the application on to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

CD Memo and Ordinance with Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2017- _____ An Ordinance Approving of the Preliminary/Final PUD Plan and Granting a One (1) Year Extension for Construction to Commence on Lot 2 of the Artis Senior Living Subdivision for Alden Estates of Bartlett
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: June 9, 2017

COMMUNITY DEVELOPMENT MEMORANDUM

17-111

DATE: June 9, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#17-06) Alden Estates of Bartlett**

PETITIONER

Randi Schullo, on behalf of Alden Realty Services, Inc.

SUBJECT SITE

Lot 2 of the Artis Senior Living Subdivision (East side of Rt. 59, south of Apple Valley Drive) and directly east of the Artis Memory Care Facility

REQUESTS

Preliminary/Final PUD Plan and 1 year time extension on the PUD

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Attached Residential-High Density	PD
North	Commercial/S.F. Residential	Commercial/Sub. Res.	B-2 PUD/SR-4
South	Church	Institutional	ER-1
East	Single Family Residential	Suburban Residential	SR-4
West	Memory Care Facility (Artis)	Attached Residential-High Density	PD

ZONING HISTORY

This property was **annexed** to the Village in 1978 and zoned ER-1 (Estate Residence) by Ordinance #1978-33. A portion of the lot containing just the farm house was rezoned to the SR-2 (Suburban Residence) Zoning District in 1987. (Ordinance #1987-24). In 2001 the entire property was rezoned to the PD (Planned Development) District by Ordinance #2001-69 which approved a high density senior housing facility (Bartlett on the Green) on the subject property. This development was never built, however the farm house and other out buildings were demolished.

In 2015, the Artis Senior Living 3-lot Subdivision, along with the PUD/Site Plan for a memory care facility on Lot 1 was approved on May 19, 2015 by Ordinance #2015-37.

DISCUSSION

1. The Petitioner is requesting a Preliminary/Final PUD Plan review for a proposed 68-bed skilled nursing facility for both short term and long term rehabilitation on Lot 2 of the Artis Senior Living Subdivision. This 4.7 acre lot sits directly east of the Artis Senior Living facility currently under construction and located on Lot 1 of this subdivision.
2. The proposed 66,400 square foot building would be primarily constructed with utility face brick and cement board siding. Concrete bands, cast stone sills and natural stone would serve as accent features on the façade of the building. The 3-story facility would have an average height of 44'4", which includes a "penthouse" area on the roof for the enclosure of the roof top mechanicals.
3. A circular drop-off area, with a covered canopy, (similar to that provided by the Artis development) would be provided at the entrance to the facility. This site would also contain an outdoor courtyard located along the west side of the building which would include a patio, walking path, gazebo, waterfall feature, rain garden, decorative fencing and landscaping. This area would provide an outdoor experience, weather permitting, for the temporary residents.
4. Alden would have a maximum of 30 employees on one shift with approximately 50 employees proposed during a shift change. The number of parking spaces provided on the site would total 113, and include seven (7) accessible spaces (exceeding the 5 accessible spaces required by code). The Zoning Ordinance requires 46 parking spaces for this use. The parking proposed on the site exceeds the Zoning Ordinance requirement.
5. No changes are proposed to the existing right-in/right-out curb cut constructed along Rt. 59 as part of the subdivision. This ingress/egress would now provide access to both Lots 1 and 2 and the Petitioners are aware of the configuration of the IDOT approved curb cut. The Petitioners are, however, proposing to widen the cross access easement to provide for a lighted boulevard entryway to their lot. The Association created by the subdivision would be responsible for the maintenance of this shared drive as well as the upkeep and monitoring of the detention area contained on Lot 3.
6. According to the Village's Traffic Consultant, Coulter Transportation, the Artis Memory Care Facility was recognized as a low trip generator at the time of their review and *"of the land uses permitted by the previous ordinance, this facility (Alden) would be the most compatible with the right-in/ right-out access because they are relatively low peak hour trip generators and will have a regular user base that will be familiar with, and (will know) how to compensate for, the restricted site access (i.e. no left-turns)."*
7. Minor curb line adjustments have been made to provide clear fire truck access around the site. In addition, a cross access easement has been provided on the subject property (Lot 2) granting emergency access to the fenced outdoor courtyard of the Artis property (Lot 1). Emergency responders would access this courtyard at

the southwest corner of Lot 2 and enter through the gate provided on site.

8. This lot contains a small wetland (0.23 acres) at the southeast corner of the property. The Petitioner will not encroach into the wetland area and the required 50 foot buffer around the wetland has been provided. The existing trees along the edge of the wetland will be preserved and the petitioner will be required to comply with all of the DuPage County regulations and permits pertaining to this wetland.
9. A landscaped berm is proposed along the north half of the east property line to provide screening for the neighboring single family properties. The berm would end just north of the wetland where the existing trees would be preserved.
10. This proposed rehabilitation facility fits within the parameters of the "Proposed Permitted Use List" of compatible uses that were deemed acceptable to the property owners (Artis) and the Village Board (see attached list – Exhibit F to Ordinance 2015-37).
11. Engineering and Landscape plans are currently being reviewed by the Staff.

RECOMMENDATION

1. The **Staff** recommends **approval** of the Petitioner's requests subject to the following conditions and findings of fact:
 - a. Village Engineer approval of the Final Engineering Plans;
 - b. Staff approval of the Landscape and Photometric Plans;
 - c. No deliveries or garbage pick-up shall occur before 8:00 a.m.
 - d. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;
 - e. Landscaping must be installed within one year of the issuance of a building permit. If landscaping cannot be installed at the time of construction, a landscape bond must be posted in the approved amount for its future installation;
 - f. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
 - g. Building permits shall be required for all construction activities;
 - h. Findings of Fact: Planned Unit Development (Preliminary/Final)
 - i. The rehabilitation facility is in conformance with the Comprehensive Plan and the Future Land Use Plan which identifies this site for Attached Residential (high density) uses;
 - ii. The rehabilitation facility is a permitted use in the PD (Planned Development) Zoning District and is a permitted use on the *Artis Senior Living Proposed Permitted Uses for Future Lot 2* List;
 - iii. The PUD development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iv. The PUD development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;

- v. The PUD development shall include impact donations;
 - vi. Adequate utilities and drainage shall be provided for this use;
 - vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
 - viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
 - ix. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.
2. The **Plan Commission** reviewed the Petitioner's request at their meeting on May 11, 2017 and recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report.
 3. The Committee of the Whole reviewed the Petitioner's requests at their meeting on June 6, 2017. The Committee forwarded the application including the request for a 2 year time frame to construct the PUD on to the Village Board for a final vote.
 4. The Ordinance with exhibits are attached for your review and consideration.

rbg/attachments

x:\comdev\mem2017\111_alden_vb.docx

ORDINANCE 2017 - _____

**AN ORDINANCE APPROVING OF A PRELIMINARY/FINAL PUD PLAN
AND GRANTING A ONE (1) YEAR EXTENSION FOR CONSTRUCTION
TO COMMENCE ON LOT 2 OF THE ARTIS SENIOR LIVING
SUBDIVISION FOR ALDEN ESTATES OF BARTLETT**

WHEREAS, Alden Bartlett, LLC, the contract purchaser, petitioner and proposed developer (also referred to herein as the "Petitioner" or the "Developer") has filed a petition with the Village for a Preliminary/Final PUD Plan and a one (1) year extension from Section 10-9-11:A of the Zoning Ordinance to allow two (2) years for construction to commence from the Final Development Plan approval for a project known as Alden Estates of Bartlett (the "Petition"); and

WHEREAS, Artis Senior Living of Bartlett, LLC, the legal owner (the "Owner") has consented to the petition for a Preliminary/Final PUD Plan and a one (1) year extension for construction to commence on a parcel of real estate located within the corporate limits of the Village of Bartlett (the "Village"), which parcel is approximately 4.7 acres in size, commonly known as Lot 2 of the Artis Senior Living of Bartlett Subdivision, located east of Rt. 59 and south of Apple Valley Drive, zoned PD, Planned Development District, and legally described as follows:

LOT 2 IN ARTIS SENIOR LIVING OF BARTLETT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2016 AS DOCUMENT R2016-022808, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 01-09-205-034

("The Subject Property"); and

WHEREAS, the Bartlett Plan Commission conducted a public hearing with respect to the request (Case #17-06) for a Preliminary/Final Planned Unit Development ("the Preliminary/Final PUD Plan") on May 11, 2017 and has recommended to the Corporate Authorities that the request be approved subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Preliminary/Final PUD Plan for Alden Estates of Bartlett based on its findings of fact set forth in its report and in Section One of this Ordinance; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the one (1) year extension from Section 10-9-11:A of the Zoning Ordinance to allow two (2) years for construction to commence from the Final Development Plan approval based upon the time needed for approvals from the State of Illinois;

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

SECTION ONE: That based in part on the conditions set forth in Section Three of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Preliminary/Final PUD Plan for Alden Estates of Bartlett:

- A. The rehabilitation facility is in conformance with the Comprehensive Plan and the Future Land Use Plan which identifies this site for Attached Residential (high density) uses;
- B. The rehabilitation facility is a permitted use in the PD (Planned Development) Zoning District and is a permitted use on the *Artis Senior Living Proposed Permitted Uses for Future Lot 2* List;
- C. The PUD development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
- D. The PUD development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
- E. The PUD development shall include impact donations;
- F. Adequate utilities and drainage shall be provided for this use;

- G. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
- H. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- I. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.

SECTION TWO: That the Preliminary/Final PUD Plan prepared by Cemcon, Ltd., dated February 28, 2017, last revised May 11, 2017 (the "PUD Plan"), attached hereto as **Exhibit A**; the Building Elevations prepared by Alden Design Group, Inc. dated March 1, 2017 (including Sheets A-2, A-3 and A-4) attached hereto as **Exhibit B** (collectively the "Elevations"); the Landscape Plan prepared by Ives/Ryan Group, Inc., dated February 27, 2017, last revised May 10, 2017 (including Sheets L-1 and L-2) and attached hereto as **Exhibit C** (collectively the "Landscape Plans"); each of which Exhibits A, B, and C are expressly made a part of this Ordinance by this reference and which collectively comprise and shall herein be referred to as the "PUD Plan", are hereby approved subject to the findings of fact and conditions set forth in Sections One and Three of this Ordinance.

SECTION THREE: That the findings in Sections One and the Preliminary/Final PUD Plan approval in Section Two, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

1. Village Engineer approval of the Final Engineering Plans;
2. Staff approval of the Landscape and Photometric Plans;
3. No deliveries or garbage pick-up shall occur before 8:00 a.m.
4. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;
5. Landscaping must be installed within one year of the issuance of a building permit. If landscaping cannot be installed at the time of construction, a landscape bond must be posted in the approved amount for its future installation;

6. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
7. Building permits shall be required for all construction activities;

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017 - _____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles

FINAL SITE PLAN/P.U.D. PLAN FOR **ESTATES OF BARTLETT**



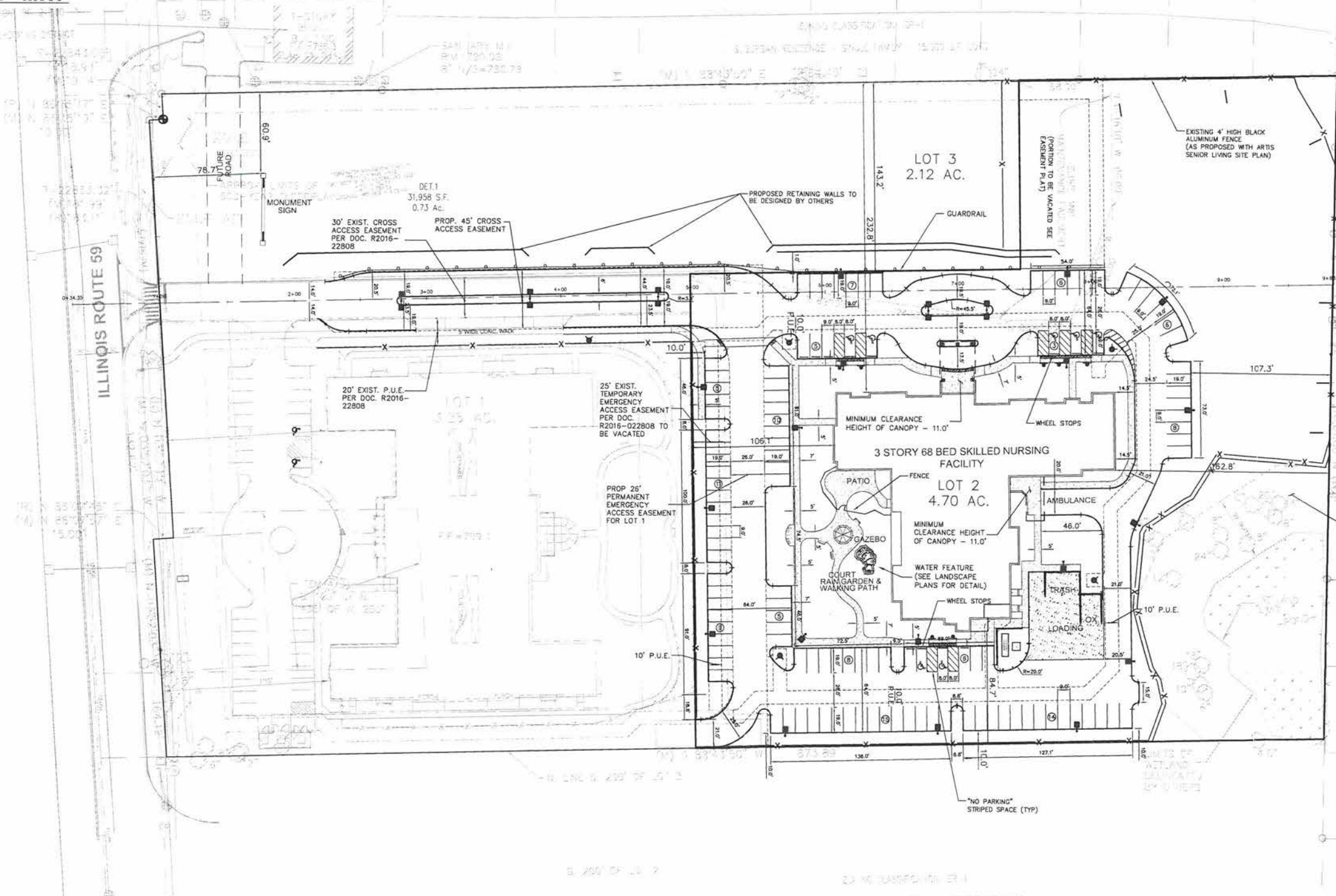
LOCATION MAP

- CURB DIMENSION NOTES**
1. ALL CURB DIMENSIONS ARE BACK OF CURB TO BACK OF CURB.
 2. CURB ALONG BUILDINGS DIMENSIONED FROM BACK OF CURB TO FACE OF BUILDING.
 3. ALL RADII ARE 4.0' TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 4. ALL PARKING STALLS ADJACENT TO ISLANDS ARE 9.5' WIDE (BACK OF CURB TO STRIPE), ALL OTHER STALLS ARE 9.0' WIDE (STRIPE TO STRIPE) (TYP.) UNLESS OTHERWISE NOTED.
 5. ALL "ADA" PARKING STALLS INCLUDING STRIP-OUT AREA, ADJACENT TO ISLANDS ARE 18.5' WIDE, ALL OTHER "ADA" STALLS ARE 18.0' WIDE (TYP.).



40 20 0 40
SCALE: 1 INCH = 40 FEET

EXHIBIT A



- PARKING COMPUTATIONS:**
- REQUIRED PARKING:**
- 1 SPACE FOR 5 BEDS
 - +1 SPACE FOR 2 EMPLOYEES
 - +1 SPACE FOR EACH DOCTOR
- 68 BEDS = 14 SPACES
50 EMPLOYEES* = 25 SPACES
2 DOCTORS = 2 SPACES
41 SPACES
+3 SPACES DISPLACED FROM ARTIS
46 SPACES REQUIRED
(2 HANDICAP SPACES)
*TOTAL POSSIBLE NUMBER OF EMPLOYEES AT SHIFT CHANGE
- PROVIDED PARKING:**
- 118 SPACES
(7 VAN ACCESSIBLE HANDICAP SPACES)
(5 HANDICAP SPACES REQUIRED WITH 118 SPACES)
- PROPOSED SETBACK:**
- PARKING = 10' MINIMUM
BUILDING = 84' MINIMUM
- FLOOR AREA RATIO (FAR):**
- SITE AREA = 4.71 AC
BUILDING AREA = 84,400 SQ. FT.
FAR = 0.32

RECEIVED
COMMUNITY DEVELOPMENT
MAY 22 2017
VILLAGE OF
BARTLETT

LEGEND

PROPOSED	DESCRIPTION
	FIRE HYDRANT
	LIGHT POLE
	CONCRETE

PREPARED FOR:
ESTATES OF BARTLETT, LLC
4200 WEST PETERSON AVENUE
CHICAGO, ILLINOIS 60646
(773) 724-6326

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 904197 FILE NAME: PREOVER
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-28-2017 JOB NO.: 904.197
XREF: SPICETOPO PROJECT MANAGER: KTS
REV: 04-04-17/KMS
REV: 05-11-17/BCD

ALDEN ESTATES of BARTLETT

BARTLETT

ADG ALDEN DESIGN GROUP, INC.
ARCHITECTS

4200 W. Peterson Ave.
Chicago, IL 60646
Phone: 773-286-1546
Fax: 773-286-1552

RECEIVED
COMMUNITY DEVELOPMENT
APR 28 2017
VILLAGE OF
BARTLETT

Date: 3-1-17
Job:
Drawn: R.K.

Sheet

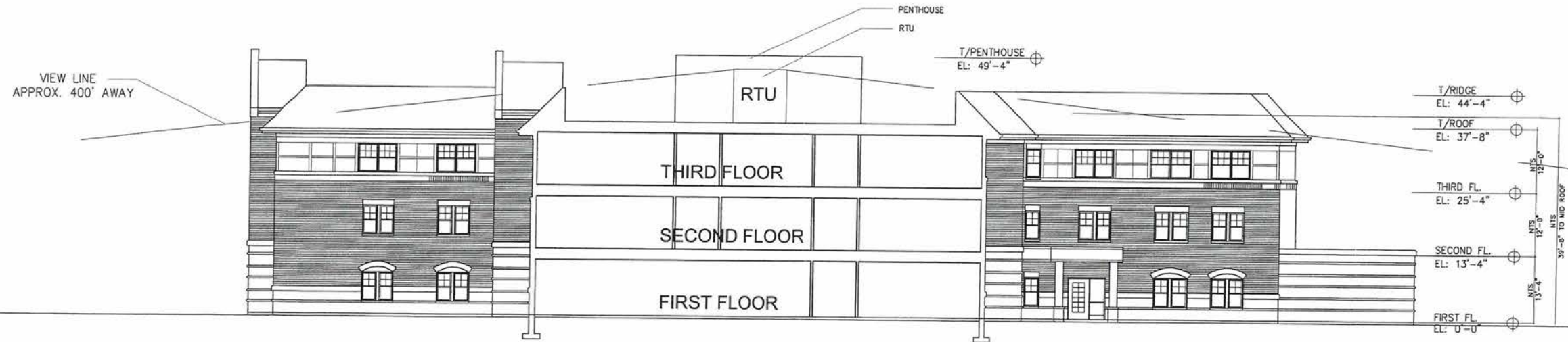
A-2



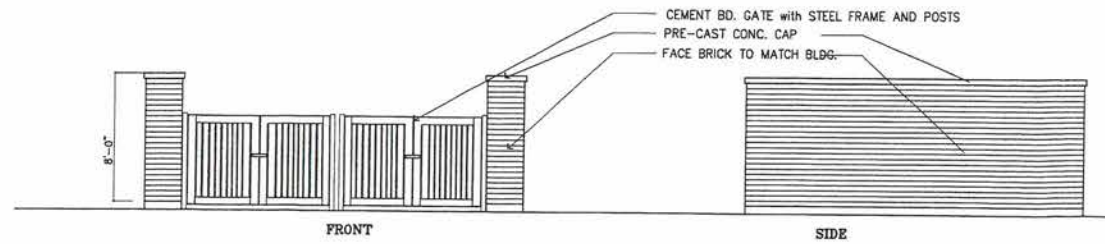
3 EAST ELEVATION
SCALE: 3/32"=1'-0"



1 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



2 SOUTH ELEVATION AND BUILDING SECTION
SCALE: 3/32"=1'-0"



3 TRASH & OXYGEN ENCLOSURE (emergency generator screen wall sim.)
SCALE: 3/16"=1'-0"

RECEIVED
COMMUNITY DEVELOPMENT
APR 23 2017
VILLAGE OF
BARTLETT

ALDEN ESTATES of BARTLETT

BARTLETT

ILLINOIS

EXHIBIT B

ADG ALDEN DESIGN GROUP, INC.
ARCHITECTS
4200 W. Peterson Ave.
Chicago, IL 60646
Phone: 773-286-1546
Fax: 773-286-1562

Date: 3-1-17
Job:
Drawn: R.K.

Sheet

A-3



1 NORTH ELEVATION (FRONT VIEW)
SCALE: 3/32"=1'-0"



2 WEST ELEVATION (SIDE VIEW)
SCALE: 3/32"=1'-0"



3 EAST ELEVATION
SCALE: 3/32"=1'-0"

- ALUM. GUTTER & DOWNSPOUT
- ASPHALT SHINGLE ROOF
- CEMENT FRIEZE BOARD
- CEMENT BO. SIDING SYSTEM
- CONCRETE PRE-CAST BAND
- UTILITY FACE BRICK SOLDIER COURSE
- CONC. PRE-CAST BAND
- UTILITY FACE BRICK
- CAST STONE BASE

- ALUM. GUTTER & DOWNSPOUT
- ASPHALT SHINGLE ROOF
- CEMENT FRIEZE BOARD
- CEMENT BOARD SIDING SYSTEM
- CONCRETE PRE-CAST BAND
- UTILITY FACE BRICK SOLDIER COURSE
- UTILITY FACE BRICK
- CONCRETE PRE-CAST BAND
- ALUM. COPPING SYSTEM
- CEMENT BOARD
- PAINTED STEEL POST
- NATURAL STONE
- CAST STONE SILL BAND
- CAST STONE BASE

RECEIVED
COMMUNITY DEVELOPMENT
APR 28 2011
VILLAGE OF
BARTLETT

ADG ALDEN DESIGN GROUP, INC.
ARCHITECTS
4200 W. Peterson Ave
Chicago, IL 60646
Phone: 773-286-1546
Fax: 773-286-1562

Date: - -
Job:
Drawn: R.K.
Sheet

A-4

ALDEN ESTATES of BARTLETT

BARTLETT

ILLINOIS

EXHIBIT B

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REVISIONS table with columns for revision number, description, and date.

ALDEN ESTATES OF BARTLETT REHABILITATION AND HEALTH CARE FACILITY BARTLETT, IL

RECEIVED COMMUNITY DEVELOPMENT MAY 22 2017 VILLAGE OF BARTLETT

PREPARED FOR: ADG LANDSCAPE GROUP, INC.

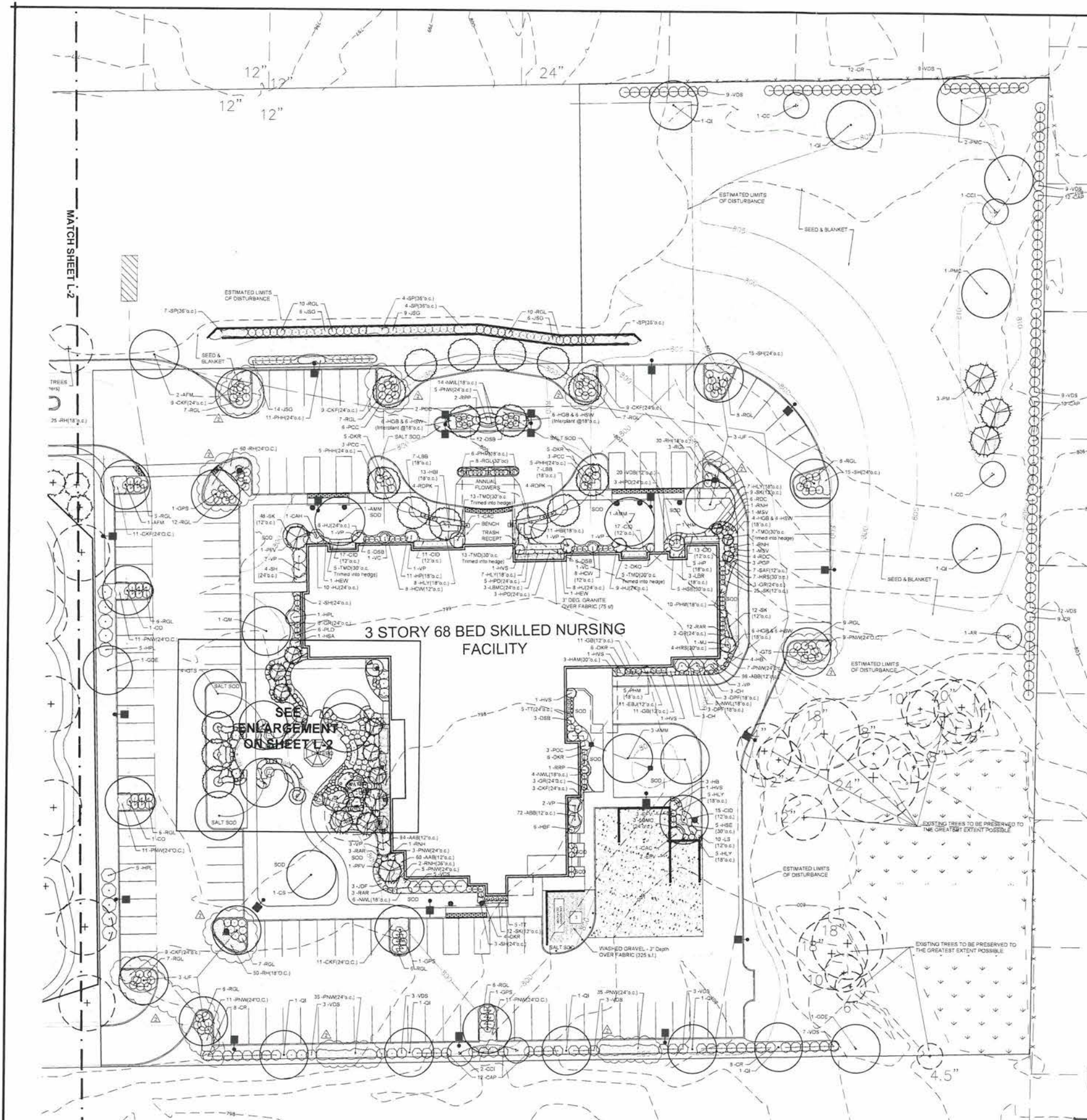
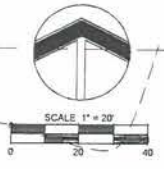
IRG Ives/Ryan Group, Inc. 324 EISENHOWER LANE N. LOMBARD, IL 60148 PHONE: 630.717.0726

LANDSCAPE PLAN PROJECT NO. L2916 JOB NO. 8922A DATE: 02/27/17 SCALE: 1"=20' PLANNER: JMR DRAWN BY: RM CHECKED BY: SHEET L-1

PLANT LIST table with columns for SET, BOTANICAL NAME, COMMON NAME, and SIZE. Includes sections for DECIDUOUS SHADE TREES, EVERGREEN TREES, DECIDUOUS BURLAP & SHRUB BUSHES, EVERGREEN SHRUBS, BURLAP EVERGREENS, ORNAMENTAL GRASS, PERENNIALS, and GROUND COVERS & LINES.



CALL JULIE BEFORE YOU DIG 1-800-892-0123 TOLL FREE



MATCH SHEET L-2

3 STORY 68 BED SKILLED NURSING FACILITY

SEE ENLARGEMENT ON SHEET L-2

TREES 1/4" = 12'

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ALDEN ESTATES OF BARTLETT
REHABILITATION AND HEALTH CARE FACILITY
 BARTLETT, IL

REVISIONS

1. Village review comments 05/19/17	
2. Village review comments 06/05/17	
3. Village review comments 06/05/17	

GENERAL NOTES

Plant material shall be nursery grown and be either balled and burlapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest edition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/diseased leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

Contractor shall verify location of all underground utilities prior to digging. For location outside the City of Chicago call "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123.

All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch. Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

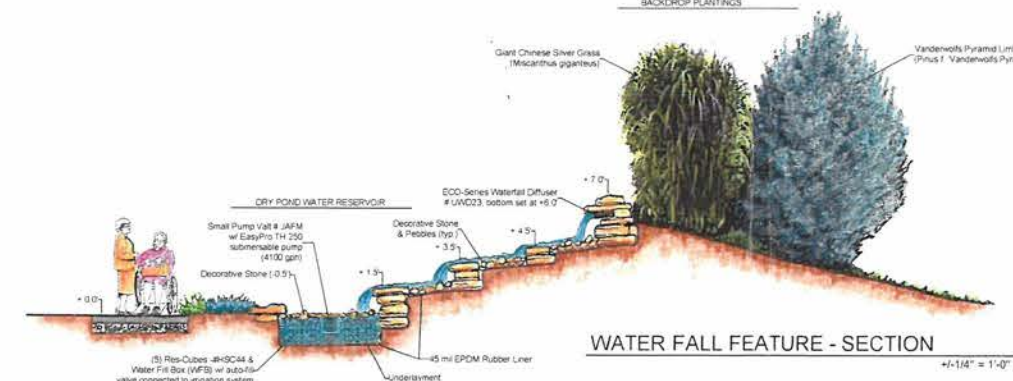
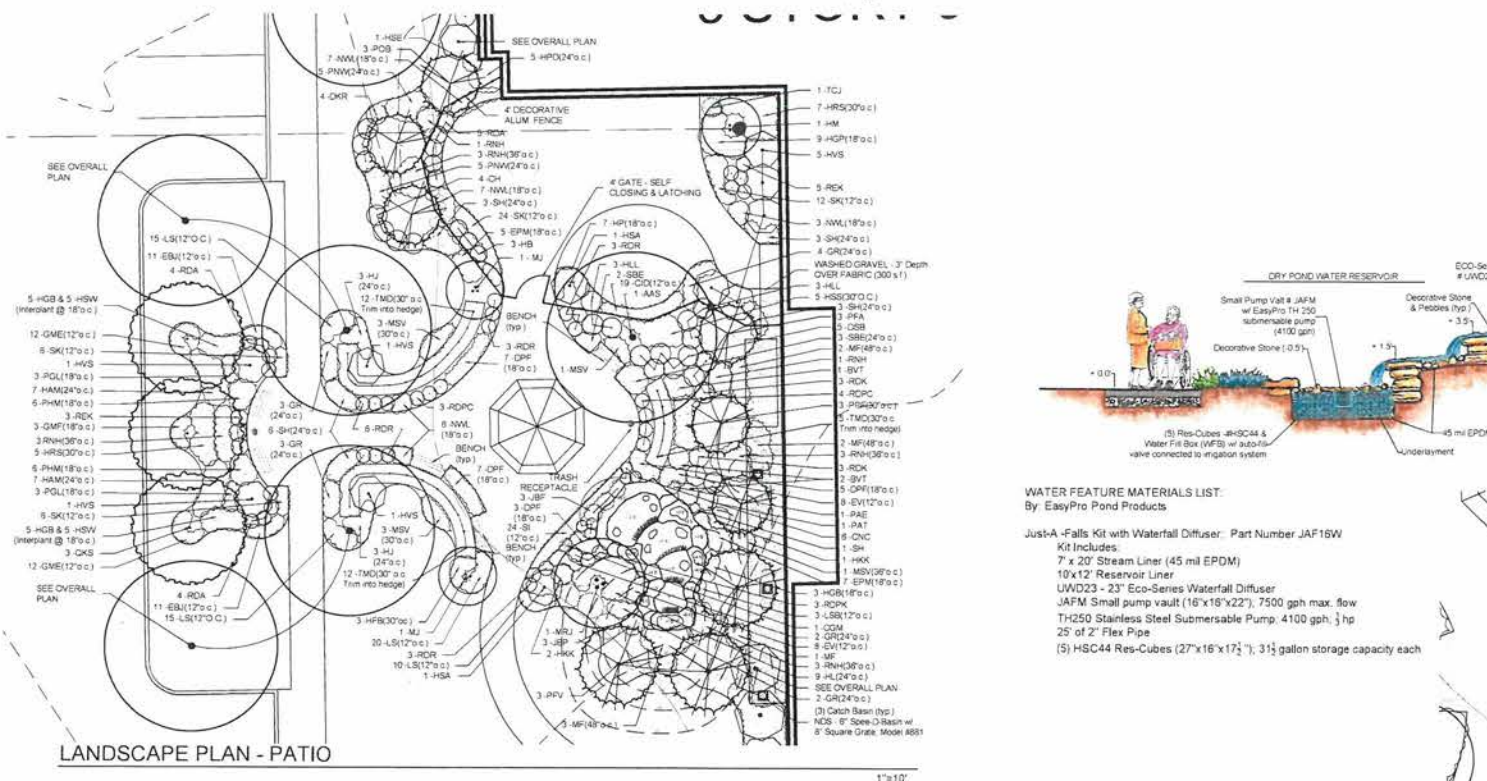
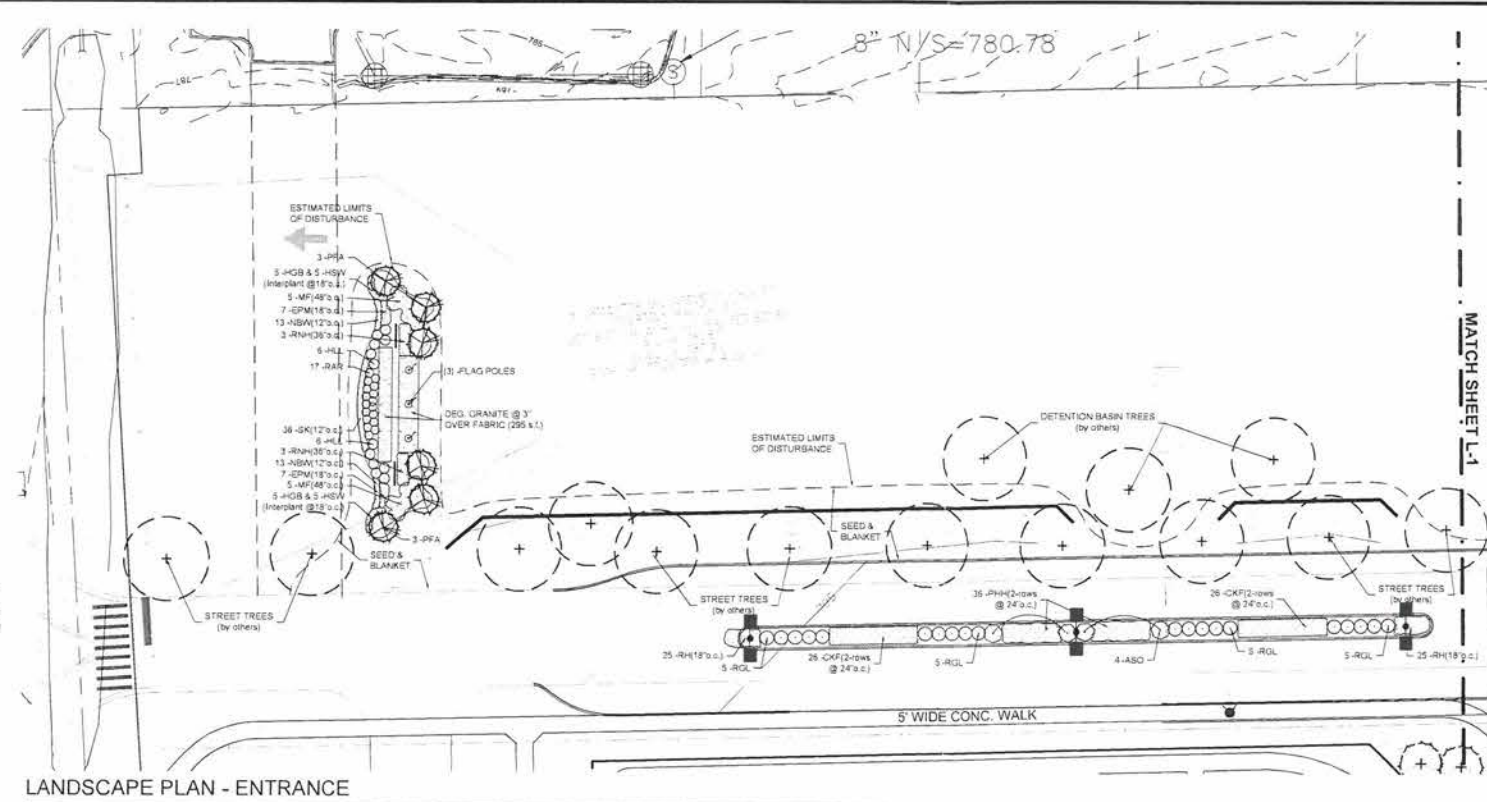
All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

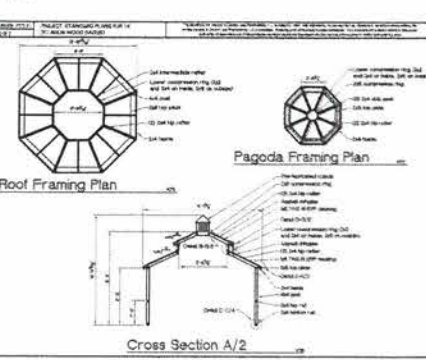
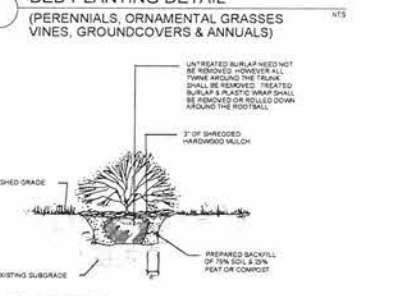
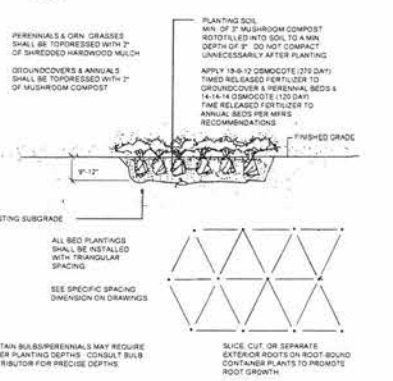
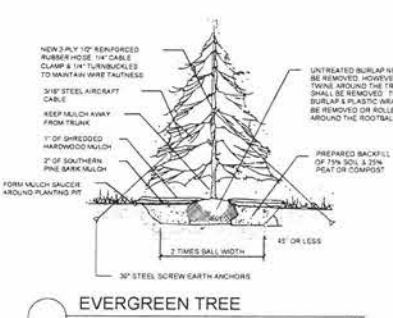
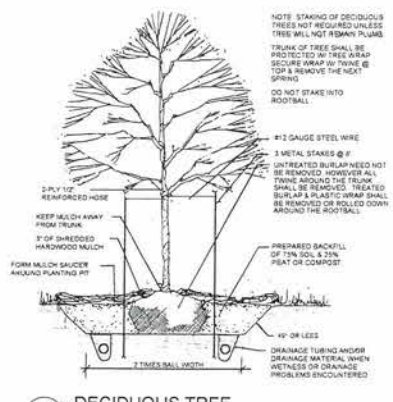
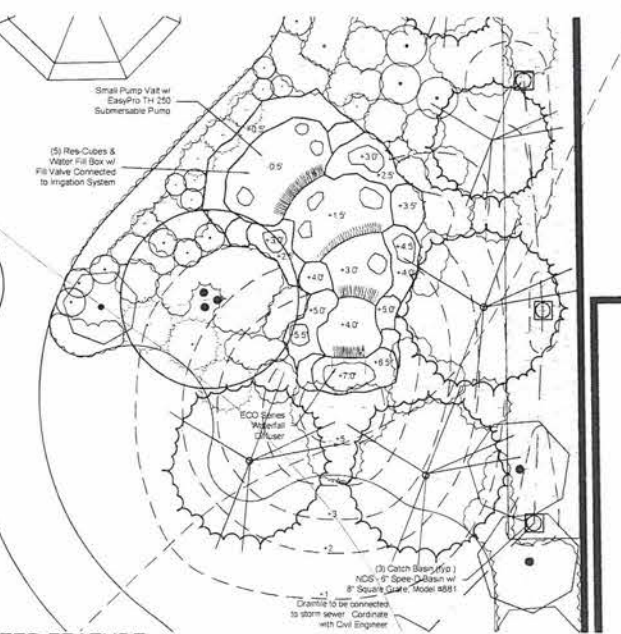
Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.



WATER FEATURE MATERIALS LIST:
 By EasyPro Pond Products

Just-A-Falls Kit with Waterfall Diffuser Part Number JAF15W
 Kit Includes:
 7' x 20' Stream Liner (45 mil EPDM)
 10' x 12' Reservoir Liner
 LW1023 - 23' Eco-Series Waterfall Diffuser
 JAFM Small pump vault (16'x15'x22'), 7500 gph max. flow
 TH250 Stainless Steel Submersible Pump, 4100 gph, 1 hp
 25' of 2" Flex Pipe
 (5) HSC44 Res-Cubes (27'x16'x12', 315 gallon storage capacity each)



14' OCTAGON GAZEBO



STANDARD 4' BENCH



STANDARD 32" RECEPTACLE



CALL JULIE
 BEFORE YOU DIG
 1-800-892-0123
 TOLL FREE
 24 HOURS
 (800) 253-9819

PREPARED FOR
ADG ALDEN DESIGN GROUP, INC.

IRG Ives/Ryan Group, Inc.
 324 EISENHOWER LANE N.
 LOMBARD, IL 60148
 PHONE: 630.717.8758

LANDSCAPE PLAN

PROJECT NO. JOB NO.
L2916 8922A

DATE 02/27/17
 SCALE NOTED
 PLANNER JMR
 DRAWN BY RM
 CHECKED _____

SHEET
L-2



Agenda Item Executive Summary

Item Name 2007 GO Bonds Refunding

Committee
or Board Board

BUDGET IMPACT

Amount: \$2,950,000

Budgeted N/A

List what
fund Debt Service Fund

EXECUTIVE SUMMARY

At the June 6, 2017 meeting the Finance Committee discussed our 2007 GO Bonds that are eligible for refunding. An analysis showed a potential gross debt service savings of over \$260,000 and present value savings of over \$230,000, or over 8% of the refunded principal amount, due to the more favorable interest rates currently available. The analysis used level debt service for the same term as the remaining original debt.

Attached is a parameters ordinance providing for a maximum amount of \$2,950,000 to be issued. The ordinance includes a 3% minimum savings requirement or \$83,850.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Refunding Bonds Parameters Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Todd Dowden, Finance Director

Date: June 12, 2017

MOTION: I MOVE TO APPROVE ORDINANCE #2017 - _____, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,950,000 GENERAL OBLIGATION REFUNDING BONDS OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEROF

**Village of Bartlett
Finance Department Memo
2017 - 17**

DATE: June 12, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Todd Dowden, Finance Director 
SUBJECT: 2007 GO Bonds Refunding

At the June 6, 2017 meeting the Finance Committee discussed our 2007 GO Bonds that are eligible for refunding. An analysis showed a potential gross debt service savings of over \$260,000 and present value savings of over \$230,000, or over 8% of the refunded principal amount, due to the more favorable interest rates currently available. The analysis used level debt service for the same term as the remaining original debt.

Attached is a parameters ordinance providing for a maximum amount of \$2,950,000 to be issued. The ordinance includes a 3% minimum savings requirement or \$83,850.

MOTION: I MOVE TO APPROVE ORDINANCE #2017 - _____, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,950,000 GENERAL OBLIGATION REFUNDING BONDS OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEROF

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, held in the Village Hall, located at 228 South Main Street, in said Village, at 7:00 p.m., on the 20th day of June, 2017.

The President, Kevin Wallace, called the meeting to order and directed the Village Clerk to call the roll.

Upon roll call, the President and following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____ presented and made available to the Trustees and interested members of the public complete copies of an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

(the "Bond Ordinance").

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Board discussion of the matter followed. During the Board discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements that (1) the Bond Ordinance provides for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds to refund certain of the Village's outstanding General Obligation Bonds, Series 2007, (2) said Bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) the Bond Ordinance provides for the levy of taxes sufficient to pay the principal of and interest on said Bonds, and (4) the Bond Ordinance sets forth the parameters for the issuance of said Bonds and the sale thereof by designated officials of the Village and (5) summarized the pertinent terms of said parameters, including the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said Bonds.

The President directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

Adopted by the President and Board of
Trustees on the 20th day of June, 2017.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

WHEREAS pursuant to the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village has heretofore issued and now has outstanding its General Obligation Bonds, Series 2007, dated November 29, 2007 (the "*Prior Bonds*"); and

WHEREAS, it is necessary and desirable to refund all or a portion of the Prior Bonds (said Prior Bonds being refunded being the "*Refunded Bonds*") in order to realize certain debt service savings; and

WHEREAS, the Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) referred to in Section 10 hereof and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") have determined that in order to refund the Refunded Bonds, it is necessary and in the best interests of the Village to borrow an amount not to exceed \$2,950,000 pursuant to the Act (as hereinafter defined) and issue bonds of the Village therefor; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on their earliest possible and practicable call date as set forth in the Bond Notification, and provide for the giving of proper notice to the registered owners of the Refunded Bonds:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

“Act” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and, in the event of conflict between the provisions of said Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Code.

“Bond Fund” means the Bond and Interest Fund Account of 2017 established pursuant to this Ordinance.

“Bond Register” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds (as hereinafter defined).

“Bond Registrar” means a bank or trust company having trust powers with an office located in the State of Illinois, or a successor thereto or a successor designated as Bond Registrar hereunder.

“*County Clerks*” means the respective County Clerks of The County of DuPage, Illinois, The County of Cook, Illinois, and The County of Kane, Illinois.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board on the 20th day of June, 2017.

“*Pledged Taxes*” means the taxes levied on the taxable property within the Village to pay principal of and interest on the Bonds as provided in Section 12 hereof.

Section 2. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Authorization. It is hereby found and determined that pursuant to the provisions of the Act, the Board has been authorized by law to borrow the sum of \$2,950,000 upon the credit of the Village and as evidence of such indebtedness to issue the Bonds to said amount for the purpose aforesaid, and that it is necessary and for the best interests of the Village that there be issued an amount not to exceed \$2,950,000 of the Bonds so authorized, and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There be borrowed on the credit of and for and on behalf of the Village an amount not to exceed \$2,950,000 for the purpose aforesaid; and that the Bonds shall be issued to said amount and shall be designated “General Obligation Refunding Bonds, Series 2017” (the “*Bonds*”), with such series designation and additional descriptions as may be appropriate and set forth in the Bond Notification. The Bonds, if issued, shall be dated such date (not prior to June 20, 2017, and not later than December 20, 2017) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 (unless otherwise provided in the Bond Notification) and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on

more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter stated) on December 1 of each of the years (not later than 2026), in the amounts (not exceeding \$345,000 per year) and bearing interest at the rates per annum (not exceeding 5.50% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing on the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. The Village shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 6. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, Village Clerk and Village Treasurer and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate

such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the

principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 5 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5 hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal

of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. (a) Optional Redemption. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption prices plus accrued interest to the date fixed for redemption, if applicable, as set forth in the Bond Notification.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional

redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be

payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then paragraph [2] and the legend "See Reverse Side for Additional Provisions" shall be deleted, and paragraph [6] and the paragraphs thereafter as may be appropriate shall be inserted immediately after paragraph [1].

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE, COOK AND KANE
VILLAGE OF BARTLETT
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 1, 20__ Date: _____, 2017 CUSIP: 069338 ____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of _____, _____, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the 15th day of the month

next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Bartlett,
Cook County, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Bartlett,
Cook County, Illinois

[SEAL]

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds, Series 2017, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

_____,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

**VILLAGE OF BARTLETT
DUPAGE, COOK AND KANE COUNTIES, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017**

[6] This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$ _____ issued by the Village for the purpose of refunding certain outstanding bonds of the Village and paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended; and further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Code, constitutional home rule powers, and Reform Act being the "*Act*"), and with the Ordinance, which has been duly approved by the President and Board of Trustees of the Village and published, in all respects as by law required.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in

_____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Bonds. One of the President or the Village Clerk and one of the Village Administrator or the Finance Director (the "*Designated Representatives*") are hereby authorized to proceed not later than the 20th day of December, 2017, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Village Treasurer, and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof, as hereinafter described (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of any original issue discount or original issue premium) plus any accrued interest to date of delivery. The Purchaser shall be the best bidder for the Bonds pursuant to a competitive sale conducted by Robert W. Baird & Co., Incorporated, Naperville, Illinois.

Prior to the sale of the Bonds, the President or the Finance Director is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law and that the net present value debt service savings to the Village as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 3.00% of the principal amount of the Refunded Bonds. The Bond Notification shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the President, Village Clerk and Village Treasurer and any other officials of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the Village

and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement or any final Official Statement relating to the Bonds (the "*Disclosure Document*") is hereby ratified, approved and authorized; the execution and delivery of the Disclosure Document is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Disclosure Document, the Disclosure Document and the Bonds.

Section 11. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the Village, without limitation as to rate or amount, and from any other lawfully available funds.

Section 12. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax (the Pledged Taxes as hereinabove defined), to-wit:

FOR THE YEAR A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2017	\$359,000.00	for interest and principal up to and including December 1, 2018
2018	\$359,000.00	for interest and principal
2019	\$359,000.00	for interest and principal
2020	\$359,000.00	for interest and principal
2021	\$359,000.00	for interest and principal
2022	\$359,000.00	for interest and principal
2023	\$359,000.00	for interest and principal
2024	\$359,000.00	for interest and principal
2025	\$359,000.00	for interest and principal

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the purchasers and holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

In the event that funds from any other lawful source are or are reasonably expected to be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied herein for the payment of same, the Board may, by proper proceedings, direct the abatement of the taxes by the amount so deposited or expected to be deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

To the extent that the Pledged Taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the President, the Village Clerk and the Village Treasurer are hereby authorized to direct the abatement of the Pledged Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

Section 13. Filing of Ordinance and Certificate of Reduction of Taxes. Forthwith upon passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerks, and it shall be the duty of the County Clerks to annually in and for each of the years 2017 to 2025, inclusive, ascertain the rate necessary to produce the Pledged Taxes herein levied and extend the same for collection on the tax books in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the Pledged Taxes shall be placed to the credit of the Bond Fund, which Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

The President, Village Clerk and Village Treasurer be and the same are hereby directed to prepare and file with the County Clerks a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being refunded and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 14. Use of Taxes Heretofore Levied. All proceeds received or to be received from any taxes heretofore levied to pay principal and interest on the Refunded Bonds, including the

proceeds received or to be received from the taxes levied for the year 2016 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 15. Use of Bond Proceeds; Call of the Refunded Bonds. Any accrued interest received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds, together with any premium received from the sale of the Bonds and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of refunding the Refunded Bonds, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited with Wells Fargo Bank, N.A., Chicago, Illinois, as paying agent for the Refunded Bonds for the purpose of paying the principal of and interest on the Refunded Bonds up to and including the prior redemption date thereof.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Bonds, the Village by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on the earliest possible and practicable date as set forth in the Bond Notification.

Section 16. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Board and the Village as to future events regarding the Bonds and the use of Bond proceeds. The certifications,

covenants and representations contained herein and at the time of the Closing are made on behalf of the Village for the benefit of the owners from time to time of the Bonds. In addition to providing the certifications, covenants and representations contained herein, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. The Board and the Village certify, covenant and represent as follows:

1.1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means any Person that (a) at any time during the six months prior to the execution and delivery of the Bonds, (i) has more than five percent of the voting power of the governing body of the Village in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, board members or employees of the Village or (b) during the one-year period beginning six months prior to the execution and delivery of the Bonds, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the Village (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the Village is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Village were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Closing*” means the first date on which the Village is receiving the purchase price for the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commingled Fund*” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“*Control*” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Bonds, including underwriter’s discount and legal fees.

“*De minimis Amount of Original Issue Discount or Premium*” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent

of the stated redemption price at maturity of the Bonds plus (b) any original issue premium that is attributable exclusively to reasonable underwriter's compensation.

"External Commingled Fund" means a Commingled Fund in which the Village and all members of the same Controlled Group as the Village own, in the aggregate, not more than ten percent of the beneficial interests.

"GIC" means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Gross Proceeds" means amounts in the Bond Fund and amounts used to refund the Refunded Bonds

"Net Sale Proceeds" means amounts actually or constructively received from the sale of the Bonds reduced by any such amounts that are deposited in a reasonably required reserve or replacement fund for the Bonds.

"Person" means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

"Placed-in-Service" means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Prior Bond Fund" means the fund or funds established in connection with the issuance of the Prior Bonds to pay the debt service on the Prior Bonds.

"Prior Bond Proceeds" means amounts actually or constructively received from the sale of the Refunded Bonds and all other amounts properly treated as gross proceeds of the Refunded Bonds under the Regulations, including (a) amounts used to pay underwriters' discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Refunded Bonds were issued but only if it is to be paid within one year after the Refunded Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Refunded Bond or is otherwise associated with a Refunded Bond (e.g., a redemption right).

"Prior Bonds" means the Village's outstanding issue being refunded by the Bonds, as more particularly described in the preambles hereof.

"Prior Project" means the facilities financed, directly or indirectly with the proceeds of the Prior Bonds.

"Private Business Use" means any use of the Prior Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or

beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Prior Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Prior Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Prior Project that is not available for use by the general public.

“Qualified Administrative Costs of Investments” means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

“Qualified Tax Exempt Obligations” means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344.

“Rebate Fund” means the fund, if any, identified and defined in paragraph 4.1 herein.

“Rebate Provisions” means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

“Refunded Bonds” means those certain Prior Bonds being refunded by the Bonds.

“Regulations” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“Reimbursed Expenditures” means expenditures of the Village paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

“Reserve Portion of the Bond Fund” means the portion of the Bond Fund funded in excess of the amount of debt service payable each year.

“Sale Proceeds” means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriters’ discount or compensation

and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right).

“Transferred Proceeds” means amounts actually or constructively received from the sale of the Prior Bonds, plus investment earnings thereon, which have not been spent prior to the date principal on the Refunded Bonds is discharged by the Bonds.

“Yield” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price as established in paragraph 5.1 hereof), including accrued interest.

“Yield Reduction Payment” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the IRS may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. Purpose of the Bonds. The Bonds are being issued solely and exclusively to refund in advance of maturity the Refunded Bonds in a prudent manner consistent with the revenue needs of the Village. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Ordinance. Except to pay the Refunded Bonds and except for any accrued interest on the Bonds used to pay first interest due on the Bonds, no proceeds of the Bonds will be used more than 90 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Village or for the purpose of replacing any funds of the Village used for such purpose.

2.2. Bond Fund Investment. The investment earnings on the Bond Fund will be spent to pay interest on the Bonds, or to the extent permitted by law, investment earnings on amounts in the Bond Fund will be commingled with substantial revenues from the governmental operations of the Village, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date earned. Interest earnings on the Bond Fund have not been earmarked or restricted by the Board for a designated purpose.

2.3. Reimbursement. None of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to pay principal of, interest on and redemption premium (if any) on the Refunded Bonds, other than the following:

- (a) payments of interest on the Bonds for the period commencing at Closing and ending on the date one year after the date on which the Prior Project is Placed-in-Service;
- (b) Costs of Issuance and Qualified Administrative Costs of Investments;
- (c) payments of rebate or Yield Reduction Payments made to the United States under the Regulations;
- (d) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon; and
- (e) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months.

2.5. *Consequences of Contrary Expenditure.* The Village acknowledges that if Sale Proceeds and investment earnings thereon are spent other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the Village will be treated as unspent Sale Proceeds.

2.6. *Investment of Bond Proceeds.* No portion of the Bonds is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

2.7. *No Grants.* None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.8. *Hedges.* Neither the Village nor any member of the same Controlled Group as the Village has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds or the Prior Bonds. The Village acknowledges that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The IRS could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The Village also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restriction. The Village agrees not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The Village also agrees that it will not give any

assurances to any Bond holder or any credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The Village recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.9. *IRS Audits.* The IRS has not contacted the Village regarding the Prior Bonds or any other obligations issued by or on behalf of the Village. To the best of the knowledge of the Village, no such obligations of the Village are currently under examination by the IRS.

2.10. *Abusive Transactions.* Neither the Village nor any member of the same Controlled Group as the Village will receive a rebate or credit resulting from any payments having been made in connection with the issuance of the Bonds or the advance refunding of the Refunded Bonds.

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Ordinance at the time of Closing are described in the preceding Section of this Ordinance. No Sale Proceeds and no investment earnings thereon will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received. No Sale Proceeds and no investment earnings thereon will be used to pay for or otherwise acquire goods or services from the Village, any member of the same Controlled Group as the Village, or an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Ordinance, other than the Rebate Fund if it is created as provided in paragraph 4.2 hereof.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Bonds to be paid by the Village will be paid at the time of Closing.

3.2. *Purpose of Bond Fund.* The Bond Fund (other than the Reserve Portion of the Bond Fund) will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund (other than the Reserve Portion of the Bond Fund) will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund (other than the Reserve Portion of the Bond Fund) for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

The Village will levy taxes to produce an amount sufficient to pay all principal of and interest on the Bonds in each bond year. To minimize the likelihood of an insufficiency, the amount extended to pay the Bonds may in most years be in excess of the

amount required to pay principal and interest within one year of collection. This over-collection (if any) may cause the Bond Fund as a whole to fail to function as a bona fide debt service fund. Nevertheless, except for the Reserve Portion of the Bond Fund, the Bond Fund will be depleted each year as described above. The Reserve Portion of the Bond Fund will constitute a separate account not treated as part of the bona fide debt service fund. The Reserve Portion of the Bond Fund is subject to yield restriction requirements except as it may otherwise be excepted as provided in 5.2 below. It is also subject to rebate requirements.

3.3. *The Prior Bonds.* (a) As of the date three years after the Prior Bonds were issued, at least eighty-five percent of the Prior Bond Proceeds, including investment earnings thereon, were spent to pay the costs of Capital Expenditures of the Prior Project. After the completion of the Prior Project (*i.e.*, a new fire station in the Village), the Village had excess sale proceeds of the Prior Bonds and investment earnings thereon in deposit in the project fund for the Prior Bonds. Such amount did not exceed \$275,000 and was a result of construction costs for the Prior Project being less than anticipated at the time of issuance of the Bonds. The Village determined that because the authorization to use the proceeds of the Prior Bonds was limited to the scope of the Prior Project as authorized by Ordinance # 2007-110, it declared the proceeds of the Prior Bonds to be unexpected excess sale proceeds and investment earnings thereon and used such proceeds proceeds to pay debt service on the Prior Bonds. As of the date hereof, all Prior Bond Proceeds have been completely spent.

(b) As of the date hereof, no Prior Bond Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Prior Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Village's obligations other than amounts on deposit with the paying agent for the Prior Bonds, if any.

(c) The Prior Bond Fund was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Prior Bonds in each bond year. The Prior Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Prior Bonds.

(d) At the time the Prior Bonds were issued, the Village reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the Prior Bonds to be used for non-refunding purposes for such purposes within three years of the date the Prior Bonds were issued and such proceeds were so spent. Not more than 50% of the proceeds of the Prior Bonds to be used for non-refunding purposes was invested in investments having a substantially guaranteed Yield for four years or more.

(e) The Refunded Bonds subject to redemption prior to maturity will be called on the first optional redemption date of the Refunded Bonds.

(f) The Refunded Bonds do not include, directly or indirectly in a series, any advance refunding obligations.

(g) The Village has not been notified that the Prior Bonds are under examination by the IRS, and to the best of the Village's knowledge the Prior Bonds are not under examination by the IRS.

(h) The Village acknowledges that (i) the final rebate payment with respect to the Prior Bonds may be required to be made sooner than if the refunding had not occurred and (ii) the final rebate is due 60 days after the Prior Bonds are paid in full.

3.4. *No Other Gross Proceeds.* (a) Except for the Bond Fund and except for investment earnings that have been commingled as described in paragraph 2.2 and any credit enhancement or liquidity device related to the Bonds, after the issuance of the Bonds, neither the Village nor any member of the same Controlled Group as the Village has or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund);

(iii) Transferred Proceeds;

(iv) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(v) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bonds or any obligations under any credit enhancement or liquidity device with respect to the Bonds, even if the Village encounters financial difficulties;

(vi) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Bondholders or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.*, any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Bonds or a guarantor of the Bonds); or

(vii) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) One hundred twenty percent of the average reasonably expected remaining economic life of the Prior Project is at least 9 years. The weighted average maturity of the Bonds does not exceed 9 years and does not exceed 120 percent of the average reasonably expected economic life of the Prior Project. The maturity schedule of the Bonds (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in paragraph 2.1 hereof.

4.1. *Compliance with Rebate Provisions.* The Village covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The Village will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law.

4.2. *Rebate Fund.* The Village is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Ordinance. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Ordinance.

4.3. *Records.* The Village agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Bond is retired, the records required to be kept shall include the fair

market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.4. *Fair Market Value; Certificates of Deposit and Investment Agreements.* The Village will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Ordinance. In making investments of Gross Proceeds or of amounts in the Rebate Fund the Village shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Village or any other person (whether or not in connection with the Bonds) and that the bid is not being submitted solely as a courtesy to the Village or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Village will retain the following records with its bond documents until three years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Village. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the Village, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bonds. The Village will contact Bond Counsel if it does not wish to comply with the provisions of this paragraph and forego the protection provided by the safe harbors provided herein.

4.5. Arbitrage Elections. The Village hereby waives its right to invest Sale Proceeds of the Bonds and investment earnings thereon in investments with Yields higher than Bond Yield. The President, Village Treasurer and Village Clerk are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

Section 4.6. Six Month Exception. If all Gross Proceeds of the Bonds (including earnings thereon) are spent within six months of the date the Bonds are issued, other than amounts deposited in a reasonably required reserve fund or a bona fide debt service fund,

no rebate is required except in the case of unexpected gross proceeds arising after the date of Closing. If all proceeds (including earnings thereon) required to be spent are so spent within this six-month period, except for 5% of the Bond proceeds, and the Village spends the 5% (plus earnings thereon), within one year from the Closing, no rebate is required. To qualify for the six-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bonds, other than a reasonably required reserve or replacement fund or a bona fide debt service fund. Even if the Village qualifies for this exception, the Village may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date.

5.1. Issue Price. For purposes of determining the Yield on the Bonds, the purchase price of the Bonds is equal to the first offering price (including accrued interest) at which the Purchaser reasonably expected to sell at least ten percent of the principal amount of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). All of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. Based upon prevailing market conditions, such prices are not less than the fair market value of each Bond as of the sale date for the Bonds.

5.2. Yield Limits. Except as provided in paragraph (a) or (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds.

The following may be invested without Yield restriction:

(a) amounts on deposit in the Bond Fund (except for capitalized interest and any Reserve Portion of the Bond Fund) that have not been on deposit under the Ordinance for more than 13 months, so long as the Bond Fund (other than the Reserve Portion of the Bond Fund) continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(b) (i) An amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and this Ordinance);

(iii) amounts in the Rebate Fund;

(iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon other than those on deposit with the paying agent on the Refunded Bonds for a period of one year from the date received.

5.3. *Yield Limits on Prior Bond Proceeds.* Except for an amount not to exceed the lesser of \$100,000 or five percent of Prior Bond Proceeds, the Village acknowledges that all Prior Bond Proceeds must be invested at market prices and at a Yield not in excess of the Yield on the Prior Bonds.

5.4. *Continuing Nature of Yield Limits.* Except as provided in paragraph 7.10 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

5.5. *Federal Guarantees.* Except for investments meeting the requirements of paragraph 5.2(a) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank, as amended (e.g., Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in the immediately prior sentence and in the Regulations, no portion of the payment of principal or interest on the Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this paragraph nor paragraph 5.6 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.6. *Investments After the Expiration of Temporary Periods, Etc.* Any amounts that are subject to the yield limitation in Section 5.2 because Section 5.2(a) is not applicable and amounts not subject to yield restriction only because they are described in Section 5.2(b) cannot be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code) or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips)).

6.1. *Payment and Use Tests.* (a) No more than five percent of the proceeds of each issue of the Prior Bonds and investment earnings thereon were used, directly or

indirectly, in whole or in part, in any Private Business Use. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent of the principal of or the interest on the Bonds or on each issue of the Prior Bonds considered separately will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the Village or a member of the same Controlled Group as the Village) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of \$5,000,000 or five percent of the sum of the proceeds of each issue of the Prior Bonds and investment earnings thereon were used, and no more than the lesser of \$5,000,000 or five percent of the sum of the Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Prior Project other than a state or local governmental unit will use more than five percent of such facilities, considered separately, on any basis other than the same basis as the general public.

6.2. *I.R.S. Form 8038-G.* The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The Village will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. *Bank Qualification.* (a) The Village hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

(b) The Village has not entered into and will not enter into any agreements under which obligations issued by any other entity in calendar year 2017 were or will be allocated to the Village for purposes of Section 265(b)(3) of the Code.

(c) The Village is not subject to the Control of any entity, and there are no entities subject to Control of the Village that issued or may issue tax-exempt obligations during calendar year 2017. During calendar year 2017, the Village has not and will not issue tax-exempt bonds on behalf of any other entity. The Village has not and will not borrow

the proceeds or otherwise use the proceeds of any tax-exempt bonds issued by another entity during calendar year 2017.

(d) The par amount of the Bonds does not exceed \$10,000,000 and the issue price of the Bonds does not exceed \$10,000,000. The Bonds have not been sold in conjunction with any other obligations.

(e) In calendar year 2017, other than the Bonds, no tax-exempt obligations of any kind have been issued, are reasonably expected to be issued, or will be issued (A) by or on behalf of the Village or (B) by any entity subject to Control by the Village (including any entity which may hereafter come into existence).

(f) In calendar year 2017, no entity has issued or will issue tax-exempt obligations which, but for the \$10,000,000 limitations of Section 265(b)(3) of the Code would have been or would be issued (A) by or on behalf of the Village or (B) by any entity subject to Control by the Village (including any entity which may hereafter come into existence). The Village will receive substantial benefits from the projects financed and refinanced by the Bonds.

(g) The Village may take an action or permit an action to be taken that is contrary to the requirements of this Section 6.3 only if, in addition to the requirements of Section 7.10, the action will not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purpose and within the meaning of Section 265(b)(3) of the Code and the Village obtains an opinion of Bond Counsel to that effect.

7.1. Termination; Interest of Village in Rebate Fund. The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Bonds have been fully paid and retired or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and any other payments required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraphs 4.3, 4.4(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

7.2. Separate Issue. Since a date that is 15 days prior to the date of sale of the Bonds by the Village to the Purchaser, neither the Village nor any member of the same Controlled Group as the Village has sold or delivered any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the Village nor any member of the same Controlled Group as the Village will sell or deliver within 15 days after the date of sale of the Bonds any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

7.3. No Sale of the Prior Project. (a) Other than as provided in the next sentence, neither the Prior Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the

reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity date of the Bonds. The Village may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity of the Bonds, provided: (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the Village reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Village deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the Village reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The Village acknowledges that if property financed with the Prior Bonds is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent the Bonds from becoming private activity bonds. The Village shall promptly contact Bond Counsel if a sale or other disposition of Bond-financed property is considered by the Village.

7.4. Purchase of Bonds by Village. The Village will not purchase any of the Bonds except to cancel such Bonds.

7.5. First Call Date Limitation. The period between the date of Closing and the first call date of the Bonds is not more than 10-1/2 years.

7.6. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

7.7. First Amendment. The Village acknowledges and agrees that it will not use, or allow the Prior Project to be used, in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

7.8. Future Events. The Village acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The Village shall promptly contact Bond Counsel if such changes do occur.

7.9. Records Retention. The Village agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on

the Bonds from federal income taxation, to demonstrate compliance with the covenants in this Ordinance and to show that all tax returns related to the Bonds submitted or required to be submitted to the IRS are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the information required under paragraphs 4.3 and 4.4 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus three (3) years after the later of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds.

7.10. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the Village receives an opinion of Bond Counsel to such effect.

7.11. Excess Proceeds. Gross Proceeds of the Bonds and investment earnings thereon and all unspent Prior Bond Proceeds as of the date of Closing and investment earnings thereon do not exceed by more than one percent of the Sale Proceeds of the Bonds the amount that will be used for:

- (i) payment of principal of or interest or call premium on the Refunded Bonds;
- (ii) payment of pre-issuance accrued interest on the Bonds and interest on the Bonds that accrues for a period up to the completion date of any capital project for which the prior issue was issued, plus one year;
- (iii) payment of cost of issuance of the Bonds;
- (iv) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Bonds or investments of the Bonds;
- (v) Prior Bond Proceeds that will be used or maintained for the governmental purpose of the Refunded Bonds; and
- (vi) interest on purpose investments.

7.12. *Successors and Assigns.* The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the Village.

7.13. *Expectations.* The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Bonds. Such facts, estimates and circumstances, together with the expectations of the Village as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the Village has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Village Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest in the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 17. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 19. Continuing Disclosure Undertaking. The President or Village Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, such Continuing Disclosure Undertaking

will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under such Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer, amendment hereof, or other terms, as approved by the President on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the "*Tax Advantaged Obligations*"). Further, it is necessary

and in the best interest of the Village that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the Village's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village's Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the Village hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Finance Director (the "Compliance Officer") is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the Village has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be

excluded from “gross income” for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the “*Contracts*”), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries*. In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a

compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution by the Board. Additional procedures may be required for Tax Advantaged Obligations the

proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 22. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Board.

Section 23. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 24. Superseder and Effective Date. All ordinances, resolutions or orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication in the manner provided by law.

ADOPTED: June 20, 2017

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: June 20, 2017

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

ATTEST:

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

Recorded in the Village Records: June 20, 2017.

Published in pamphlet form by authority of the Board on May __, 2017.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "*Board*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 20th day of June, 2017, insofar as the same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was called and held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 20th day of June, 2017.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerks of The County of DuPage, Illinois, and as such official I do further certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 20th day of June, 2017, and approved by the Village President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, Illinois, this ____ day of _____, 2017.

County Clerks of The County of DuPage,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerks of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 20th day of June, 2017, and approved by the Village President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, Illinois, this ____ day of _____, 2017.

County Clerks of The County of Cook,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerks of The County of Kane, Illinois, and as such official I do further certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 20th day of June, 2017, and approved by the Village President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, Illinois, this ____ day of _____, 2017.

County Clerks of The County of Kane,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Board*") of the Village.

I do further certify that on the ____ day of May, 2017, there was published in pamphlet form, by authority of the Board, a true, correct, and complete copy of Ordinance No. _____ of the Village entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of May, 2017.

Village Clerk

[SEAL]



Agenda Item Executive Summary

Item Name	Municipal Advisory Service Agreement	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$18,250	Budgeted	N/A
List what fund	Debt Service Fund		

EXECUTIVE SUMMARY

Attached are a resolution and engagement agreement with Robert W. Baird & Co. to perform financial advisory work for the 2007 GO Bond Refunding. The Village's first agreement with Robert W. Baird & Co. began in June of 2014 and was for the issuance of the Police Station Bonds.

The terms include a fee of 0.165% of the principal amount issued with a minimum fee of \$18,250. This is the same fee structure that was charged to the Village for the 2016 General Obligation bonds issue.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Municipal Advisory Services Resolution and Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Todd Dowden, Finance Director

Date: June 12, 2017

MOTION: I MOVE TO APPROVE RESOLUTION 2017-_____. A RESOLUTION APPROVING AN ADVISORY SERVICES AGREEMENT WITH ROBERT W. BAIRD TO PERFORM FINANCIAL ADVISORY WORK FOR THE VILLAGE OF BARTLETT.

**Village of Bartlett
Finance Department Memo
2017 - 18**

DATE: June 12, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Todd Dowden, Finance Director 
SUBJECT: Municipal Advisory Services Agreement

Attached resolution and engagement agreement with Robert W. Baird & Co. to perform financial advisory work for the 2007 GO Bond Refunding. The Village's first agreement with Robert W. Baird & Co. began in June of 2014 and was for the issuance of the Police Station Bonds.

The terms include a fee of 0.165% of the principal amount issued with a minimum fee of \$18,250. This is the same fee structure that was charged to the Village for the 2016 General Obligation bonds issue.

MOTION: I MOVE TO APPROVE RESOLUTION 2017-_____. A RESOLUTION APPROVING AN ADVISORY SERVICES AGREEMENT WITH ROBERT W. BAIRD TO PERFORM FINANCIAL ADVISORY WORK FOR THE VILLAGE OF BARTLETT.

RESOLUTION 2017- -R

A RESOLUTION APPROVING ADVISORY SERVICES AGREEMENT WITH ROBERT W. BAIRD TO PERFORM FINANCIAL ADVISORY WORK FOR THE VILLAGE OF BARTLETT

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

SECTION ONE: The Municipal Advisory Services Agreement dated April 11, 2017, between the Village of Bartlett and Robert W. Baird and Co. Incorporated (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017- -R, enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

April 11, 2017

Mr. Todd Dowden
Finance Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Re. Municipal Advisory Services Agreement

Mr. Dowden:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as municipal advisor to the Village of Bartlett, Illinois (“you” or the “Client”) with respect to the proposed issuance of General Obligation Refunding Bonds, Series 2017 (the “Securities”). Upon your acceptance, this engagement letter (“Agreement”) will establish the mutual terms and conditions under which Baird will provide municipal advisory services to the Client in connection with the proposed issuance or other financing (the “Financing”), effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

(a) Municipal Advisory Services to be Provided by Baird. The Client hereby engages Baird to serve as municipal advisor with respect to the Financing, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by the Client:

- Evaluate possible options, vehicles and structures or alternatives for the Financing
- Assist Client in establishing the structure, timing, terms and other similar matters concerning the Financing
- Advise the Client as to the methods and types of Financing that are available and appropriate to the Client
- Assist the Client in developing and designing the terms and features of the plan of Financing and prepare the financing schedule
- Consult and meet with representatives of Client and its agents or consultants with respect to the Financing
- Review recommendations made by other parties to Client with respect to the Financing
- Review financial and other information regarding Client, the proposed Financing and any source of repayment of or security for the Financing
- Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
- Advise the Client as to strategies for obtaining the Financing, including, if applicable, provide information on the differences between a negotiated underwriting and a competitively bid offering
- Review financial and other information regarding the Client, the Financing
- Assist in the preparation and/or review and distribution of documents pertaining to the Financing, including, if applicable, the official statement and/or bid package

- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Financing
- Respond to questions and requests from bidders, underwriters or potential investors and other possible Financing sources
- If applicable, in a negotiated sale assist in the selection of one or more underwriters for the Financing
- At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
- In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
- Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
- Review required underwriter disclosures to Client
- If applicable, arrange and facilitate visits to, and prepare materials for, credit ratings agencies and insurers and other liquidity providers
- Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Financing
- Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Financing, including advising on the selection of a dissemination agent
- Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Financing
- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close on the Financing
- Prepare a closing memorandum or settlement statement for, and otherwise coordinate or assist with, the closing and delivery of the Financing and transfer of funds
- Such other usual and customary financial advisory services as may be requested by the Client

limitations: (b) Limitations on Scope of Services The Scope of Services is subject to the following

- i.) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.
- ii.) Unless otherwise provided in the Scope of Services described herein, Baird is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Baird provided by Baird for inclusion in such documents.
- iii.) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Financing or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

2. Regulatory Duties. Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As financial advisor to the Client in connection with the proposed Financing, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the Client's best interests without regard to its own financial and other interests.

MSRB Rule G-42 requires that Baird make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to Client. The rule also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Baird is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Baird in carrying out these regulatory duties, including providing to Baird accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Baird provide advice with regard to any recommendation made by a third party, Client will provide to Baird written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Fees and Expenses. For its financial advisory services, Baird shall be entitled to a fee (the "Municipal Advisory Fee") to be paid by the Client equal to 0.165% of the principal amount or par value of the Financing with a minimum fee of \$18,250. The Municipal Advisory Fee shall be paid upon completion of the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the Client a Financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

The Client shall also reimburse Baird for all out-of-pocket costs and expenses it reasonably incurs in connection with the services it provides hereunder. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, underwriter, underwriter's counsel (if any) and ratings agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Financing.

4. Term and Termination. The term of this engagement shall extend from the date of this Agreement to the closing of the Financing. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Client, the Client agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination and if within 12 months following such termination the Client completes the Financing the Client shall pay Baird the Financial Advisory Fee.

5. Limitation of Liability. The Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Client in the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Baird to Client. No recourse shall be had against Baird for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Financing/Offering or otherwise relating to the tax treatment of any Financing/Offering, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Baird's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Required Disclosures. Accompanying this letter is a disclosure document describing the material conflicts of interest and information regarding certain legal events and disciplinary history related to the securities proposed to be sold in the Financing as required by MSRB Rule G-42.

7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement shall be binding upon and inure to the benefit of Client and Baird, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein. This Agreement and the Scope of Services provided hereunder may not be amended, supplemented or modified except by means of a written instrument executed by both parties hereto. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Managing Director

Accepted this ___ day of _____, 20__

VILLAGE OF BARTLETT, ILLINOIS

By: _____

Title: _____

DISCLOSURES BY MUNICIPAL ADVISOR PURSUANT TO MSRB RULE G-42

On behalf of Robert W. Baird & Co. Incorporated, we wish to provide you with certain disclosures relating to the Securities, as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 as set forth in MSRB Notice 2016-03. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Municipal Advisory Services Agreement (the "Agreement").

I. **Services to be Provided by Baird.** Baird is delighted to be serving as municipal advisor to you, in connection with the Securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the MSRB.

II. **Required Disclosures.** MSRB Rule G-42 requires that Baird provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Baird makes the following disclosures with respect to material conflicts of interest in connection with the Services under the Agreement, together with explanations of how Baird addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below in this Municipal Advisor Disclosure Statement, Baird mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Baird to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Baird's financial or other interests. In addition, because Baird is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Baird is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Baird's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides reasonable and industry standard safeguards against individual representatives of Baird potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to its clients, including municipalities, other institutions, and individuals and the Client, certain Client officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Such services may also include the buying and selling of new issue and outstanding securities and providing investment advice in connection with securities (including the Securities), may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for or for the benefit of Client and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the Client to manage investments for the Client (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by or for the benefit of Client (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by or for the benefit of the Client (including the Securities). These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Baird to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Baird effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through departments of Baird that operate independently from Baird's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Baird to Client under this Agreement.

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration, and therefore Baird could have interests in conflict with those of Client with respect to the value of Client's Securities while held in inventory. Such investment and trading activities may involve or relate to the Financing or

other assets, securities and/or instruments of the Client and/or persons and entities with relationships with the Client. In particular, Baird or its affiliates may submit orders for and acquire Client's securities issued in an Offering under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for Baird to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through departments of Baird that operate independently from Baird's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Baird to Client under the Agreement.

Baird serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Baird serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Baird could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Baird to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Baird serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Baird's ability to fulfill its regulatory duties to Client.

While we do not believe that the following creates a conflict of interest on Baird's part, we note that spouses or other relatives of Baird Associates may serve as an officer, employee or official of Client. Client may wish to consider any impact such circumstances may have on how it conducts its activities with Baird under this Agreement. Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Baird sets out below required disclosures and related information in connection with such disclosures. Baird discloses the following legal or disciplinary events that may be material to Client's evaluation of Baird or the integrity of Baird's management or advisory personnel:

- Baird was among numerous municipal securities underwriters and municipal issuers that voluntarily participated in the Municipal Continuing Disclosure Cooperation Initiative (MCDC) facilitated by the Securities and Exchange Commission (SEC) in March 2014. Under the MCDC, underwriters and issuers were requested to submit reports to the SEC identifying municipal securities offerings for which the official statement did not accurately describe prior instances of the issuer's material non-compliance with its continuing disclosure requirements required by SEC Rule 15c2-12. By voluntarily participating in the MCDC, Baird and other underwriters and issuers agreed to accept standardized settlement terms. In June 2015, the SEC issued Orders to 36 participating municipal underwriters, including Baird, setting forth the agreed upon settlement terms. Subsequently, the SEC issued similar Orders to additional participating underwriters. Each Order, including the one applicable to Baird, contains a finding, which the underwriter neither admits nor denies, that Baird did not conduct adequate due diligence to ensure that the issuers' representations in the official statements about their past compliance with continuing disclosures were accurate and therefore violated Section 17(a)(2) of the Securities Act of 1933. Each Order requires the underwriter to cease and desist from committing or causing any violations or future violations of Section 17(a)(2), to pay a civil monetary penalty (which, in Baird's case, is \$500,000), to retain an independent consultant to review Baird's municipal underwriting due diligence policies and procedures, and to adopt the consultant's final recommendations for changes in or improvements to those policies and procedures. The details of this matter are available in item 11.C (2), 11.C (4) and 11.C (5) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserino.sec.gov>.
- In August 2013, Baird was involved in a regulatory matter with respect to Municipal Securities Rulemaking Board (MSRB) Rule G-14 involving trade reporting of municipal bond transactions executed by Baird for internal money managers on behalf of their clients. Baird reported the transactions on a bunched order quantity basis instead of

individually by amount of allocation. Baird has since reviewed its municipal bond trade reporting methodology in this context and has revised its processes to more clearly reflect the requirements of the rule interpretations. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.

- In June 2013, Baird was involved in a regulatory matter involving a small number of transactions in comparison to Baird's total fixed income trading volume with respect to the purchase of municipal securities for its own account from customers and/or sold municipal securities for its own account to customers that was allegedly not fair and reasonable, taken into account all relevant factors related to MSRB Rules G-17 and G-30(A). Baird has taken steps to address this matter, including improving its systems to better monitor and document Baird's compliance with its best execution obligations; providing additional training to Baird's fixed income traders on their obligations to document the prices, quotations or indications received from counterparties to reflect for firm records the pricing in markets at the time of each transaction; and providing additional training to traders on their best execution obligations. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- In November 2011, Baird was involved in a regulatory matter involving late submissions to the MSRB and the Electronic Municipal Market Access (EMMA). In response, all personnel in the municipal underwriting and public finance departments responsible for the filings attended additional MSRB training on primary market and advance refunding MSRB G-32 submissions, and Baird has amended its MSRB G-32 procedures by publishing additional guidance to appropriate personnel and installing new mechanisms to monitor the required filing and closing dates. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Baird in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Baird on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Baird's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Baird's CRD number is 8158.

How to Access Form MA and Form MA-I Filings. Baird's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000009211>

Most Recent Change in Legal or Disciplinary Event Disclosure. The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Baird with the SEC is March 28, 2016, which change consists of the MCDC disclosure described above in Section 5(b)(i) in the annual filing.

Future Supplemental Disclosures. Baird has not identified any additional legal and disciplinary events that require disclosure. If material events arise in the future, we will provide you with supplemental disclosures about them.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate.



Agenda Item Executive Summary

Item Name Brewster Creek TIF Payout Request Committee or Board Board

BUDGET IMPACT

Amount: \$262,081.20

Budgeted \$262,081.20

List what fund Brewster Creek TIF Project

EXECUTIVE SUMMARY

Attached is a resolution and several documents to approve the 2nd payout request from the Brewster Creek TIF General Subaccount. The total request is \$262,081.20. The attachments are various documents required by the Village's redevelopment agreement.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Resolution
Requests for Payment
Owner's Sworn Statement
Village Engineer letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2017-_____ A Resolution Approving of Disbursement Request for Payout No. 2 from the General Subaccount, Totaling \$262,081.20 for costs of improvements for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Todd Dowden, Finance Director

Date: June 12, 2017

**Village of Bartlett
Finance Department Memo
2017 - 19**

DATE: June 12, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Todd Dowden, Finance Director 
SUBJECT: Brewster Creek TIF Payout Request

Attached is a resolution and several documents to approve the 2nd payout request from the General Subaccount. The total request is \$262,081.20. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Request for Payment of Costs from General Subaccount
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, these funds will be paid to Chicago Elmhurst Stone from the General Subaccount in the amount of \$262,081.20.

MOTION: I move to approve Resolution Number 2017-_____ A Resolution Approving of Disbursement Request for Payout No. 2 from the General Subaccount Totaling \$262,081.20 for costs of improvements for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR
PAYOUT NO. 2 FROM THE GENERAL SUBACCOUNT, TOTALING \$262,081.20
FOR COSTS OF IMPROVEMENTS FOR THE ELMHURST CHICAGO STONE
BARTLETT QUARRY REDEVELOPMENT PROJECT**

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") concerning the Bartlett Quarry Redevelopment Project in support of its Memorandum of Payment Request No. 2, which is attached hereto as Exhibit A, which is in the total amount of \$262,081.20 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 the Second Memorandum of Payment Request No. 2; and

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue tax increment revenue bonds from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village currently has on hand the sum of \$1,139,541.46 in the General Subaccount, said monies being limited incremental property taxes remaining to the credit of the Public Redevelopment Projects Account of the special Tax Allocation Fund as provided in the FIRST SUPPLEMENTAL INDENTURE OF TRUST dated September 1, 2016 between the Village of Bartlett and Wells Fargo, N.A. concerning the Bartlett Quarry Redevelopment Project (the "2016 Supplemental Indenture"); and

WHEREAS, ECS has delivered to the Village its second Request for Payment of Costs of Improvements for the Bartlett Quarry Redevelopment Project Area from the General Subaccount attached hereto as Exhibit B, requesting disbursement of \$262,081.20 to pay eligible TIF expenses; and

WHEREAS, ECS' Memorandum of Payment Request No. 2 and the supporting documents and Request for Payment are in accord with the terms of the Redevelopment Agreement;

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 Memorandum of Payment No. 2 of Elmhurst Chicago Stone Company requesting payment in the sum of \$262,081.20 attached hereto as Exhibit A is hereby approved.

SECTION TWO: The Request for Payment of Costs of Improvements for the Bartlett Quarry Redevelopment Project Area from the General Subaccount appended hereto as Exhibit B requesting disbursement of \$262,081.20 is hereby approved.

SECTION THREE: 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 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED

APPROVED

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

MEMORANDUM OF PAYMENT REQUEST NO. 2

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$262,081.20 (payable from the General Subaccount Fund).

ELMHURST-CHICAGO STONE COMPANY

By: Kenneth J. Salner

Dated: 4/9/17

REQUEST FOR PAYMENT OF COSTS
OF IMPROVEMENTS FOR THE BARTLETT QUARRY REDEVELOPMENT
PROJECT AREA FROM THE GENERAL SUBACCOUNT

TO: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: James Plonczynski

RE: Disbursement from the \$1,258,657 balance of all Limited Incremental Property Taxes remaining to the credit of the Public Redevelopment Projects Account of the Special Tax Allocation Fund on deposit in the General Subaccount as provided in the FIRST SUPPLEMENTAL INDENTURE OF TRUST dated September 1, 2016 between the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and Wells Fargo Bank, N.A. (Bartlett Quarry Redevelopment Project)

Amount Requested: \$ 262,081.20
Request No.: 2
Total Disbursements to Date: 1

1. Elmhurst-Chicago Stone Company (the "Developer") hereby requests that the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") pursuant to the First Supplemental Indenture of Trust dated September 1, 2016 (the "2016 Supplemental Indenture") disburse the Amount Requested above from the General Subaccount. All capitalized terms herein shall have the meanings assigned to them in the Ordinance.

2. In connection with the requested disbursement, the Village and the Developer hereby certifies as follows:

(a) This written requisition is for payment of Costs of Project in connection with the issuance of the above-referenced Bonds or reimbursement for the Costs of the Project as detailed in Schedule 1.

(b) The Developer has complied with all requirements under the Act and the Ordinance relating to the disbursement request.

(c) The Village Engineer has inspected the work for which payment is requested and has confirmed that the work for which payment is requested has been completed and payment therefor should be approved.

(d) Payment instructions sufficient to make the requested payment of \$ 262,081.20 are set forth in Schedule 2.

(e) No portion of the disbursement was set forth in any previous request for payment.

(f) The Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

ELMHURST-CHICAGO STONE COMPANY,
a Delaware corporation

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

By: Kenneth J. Talbot
Its: V.P.

By: _____
Its: _____

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Lot 12 A,B & C	\$ 53,750.00
Geo Services	Lot 12A Soil	5,755.00
Geo Services	Lot 12 B&C Soil	19,655.00
V3	General Engineering	5,177.50
V3	Preliminary Cook Cty Grading	3,000.00
V3	Spritzer Rd Design	54,000.00
V3	Dry Utility Corrd – Spritzer	4,242.50
V3	Lot 12 A,B,C	25,000.00
Martam Constr.	Lot 12 A,B & C	<u>\$ 91,501.20</u>
	Total	<u>\$ 262,081.20</u>

**BREWSTER CREEK BUSINESS PARK
DEVELOPER NOTE
OWNER'S SWORN STATEMENT
6/6/2017**

Commitment No.

State of Illinois, County of DuPage

THE AFFIANT, Kenneth J. Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company, 400 West 1st Street, Elmhurst, IL 60126, owner for the premises known as in DuPage County, Illinois

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for and have done or re doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

Description of Public Redevelopment Project	Original Developer Note Eligible Dollars	Name & Address	Original Contracted Amounts	Extras to Contract	Current Contracted Amounts	Gross Billings to Date	Retention	Net Amount Previous Payments	Net Amount This Payment
Design & Permitting	\$ 365,000.00		\$ 222,915.00	\$ 3,675.00	\$ 226,590.00				\$ 145,580.00
Lot 12 A, B & C Topographic Survey		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 9,750.00	\$ -	\$ 9,750.00	\$ 9,750.00	\$ -	\$ 9,750.00	\$ -
Lot 12 A, B & C Land Planning		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 1,462.50	\$ -	\$ 1,462.50	\$ 1,462.50	\$ -	\$ 1,462.50	\$ -
Lot 12 A, B & C Mass Grading & Munger Road Turn		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 65,000.00	\$ -	\$ 65,000.00	\$ 53,750.00	\$ -	\$ -	\$ 53,750.00
Lot 12A Soil Borings		Geo Services Inc 805 Amherst Court, Suite 204 Naperville, IL 60565	\$ 21,870.00	\$ 3,675.00	\$ 25,545.00	\$ 25,545.00	\$ -	\$ 19,790.00	\$ 5,755.00
Lot 12 B & C Soil Borings		Geo Services Inc 805 Amherst Court, Suite 204 Naperville, IL 60565	\$ 19,655.00	\$ -	\$ 19,655.00	\$ 19,655.00	\$ -	\$ -	\$ 19,655.00
General Engineering/Survey Services		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 5,177.50	\$ -	\$ 5,177.50	\$ 5,177.50	\$ -	\$ -	\$ 5,177.50
Preliminary Cook County Mass Grading Plans		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 27,000.00	\$ 3,000.00
Spitzer Road Design		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 54,000.00	\$ -	\$ -	\$ 54,000.00
Dry Utility Coordination Spitzer Road		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 4,242.50	\$ -	\$ -	\$ 4,242.50
Construction Management	\$ 810,000.00		\$ 250,000.00	\$ -	\$ 250,000.00				\$ 25,000.00
Lot 12 A, B & C Construction Management		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Lot 12 A, B & C Construction Management		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 90,000.00	\$ -	\$ 90,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Earthwork	\$ 6,551,460.00		\$ 1,818,493.15	\$ -	\$ 1,818,493.15				\$ 91,501.20
Lot 12 A, B & C Earthwork		Martam Construction 1200 Gasket Drive Elgin, IL 60120	\$ 1,768,396.15	\$ -	\$ 1,768,396.15	\$ 101,668.00	\$ 10,166.80	\$ -	\$ 91,501.20
Lot 12 B & C Materials Testing		Geo Services Inc 805 Amherst Court, Suite 204 Naperville, IL 60565	\$ 50,097.00	\$ -	\$ 50,097.00	\$ -	\$ -	\$ -	\$ -

Roadways & Paths	\$ 1,372,980.00		\$ 996,675.99	\$ -	\$ 996,675.99				\$ -
Spitzer Road Construction		Martam Construction 1200 Gasket Drive Elgin, IL 60120	\$ 996,675.99	\$ -	\$ 996,675.99	\$ -	\$ -	\$ -	\$ -
Sanitary Sewers	\$ 60,000.00		\$ -	\$ -	\$ -				\$ -
Miscellaneous	\$ 1,460,000.00		\$ -	\$ -	\$ -				\$ -
Contingency	\$ 2,019,652.00		\$ -		\$ 234,753.15				
OVERALL TOTAL	\$ 12,639,092.00		\$ 3,288,084.14	\$ 3,675.00	\$ 3,291,759.14				\$ 262,081.20

It is understood that the total amount paid to date plus the amount requested in the application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the materials under my contract when demanded.

Kenneth J. Talmer

Subscribed and sworn before me this 9th day of JUNE, 2017

The above Sworn Statement should be obtained by the owner before each and every payment

Eric H. Larson
Notary



June 20, 2017

Mr. Todd Dowden, Director of Finance

RE: **2016 GENERAL SUBACCOUNT FUND REQUEST #2 – RELATIVE TO THE REDEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ELMHURST CHICAGO STONE COMPANY**

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **2016 General Subaccount Fund Request #2** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$262,081.20** to reimburse itself for monies spent on the project for the period of **January 1, 2017** through **May 31, 2017**;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of V3 Companies, Geo-Services and Martam Construction, stating that the work has been completed and materials are in place as indicated on the **2016 General Subaccount Fund Request #2**. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, Geo-Services and Martam Construction, that the work has been completed and materials are in place as indicated in the **2016 General Subaccount Fund Request #2**, covered by the dates January 1, 2017 through May 31, 2017.

Please contact our office if there are any questions.

Bartlett Village Engineer

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

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Acting Village Administrator

FROM: Bryan E. Mraz

DATE: June 6, 2017

RE: Prevailing Wage Ordinance

The Prevailing Wage Act (820 ILCS 130/1, *et seq.*) (the "Act") mandates that municipalities require contractors to pay, in those situations where the Act applies, all laborers, mechanics and other workers that are engaged in the construction or maintenance of public works, at least the minimum prevailing legal rate of wage as determined by the Illinois Department of Labor ("IDOL"). Each June the Village is required by the Act to adopt a prevailing wage ordinance which provides that in all contracts the Village enters for public works the general prevailing rate of hourly wages in the locality in which the work is to be performed (i.e., Cook, DuPage or Kane County) is paid for each craft or type of worker or mechanic needed to execute the contract.

Attached is an Ordinance for the Board's consideration and vote to comply with the Act, and attached to it are the prevailing wages for each county in which the Village is located. After adoption, the Village is required to publish a notice that it has complied with the Act, and to file a certified copy of the Ordinance with the IDOL.

Although the Ordinance is passed in June, the IDOL can change the prevailing wages throughout the year. Bid specifications for public works projects mandate that the Act must be complied with and prevailing wages must be paid, and if the rate is changed by the IDOL during the bidding process or term of a contract, the revised rates must be paid by the contractor. The contractor is required, where the Act applies, to file copies of certified payroll with the Village to evidence compliance with the Act, and the Village in turn is required to keep the certified payroll on file for a period of three years.

The Act is enforced by the IDOL which regularly performs audits of all municipalities to verify compliance and that certified payrolls are on file. The Illinois Supreme Court has held that the prevailing wage to be paid by municipalities is a matter of state, rather than local, concern and accordingly that the Act is also applicable to home rule municipalities such as the Village of Bartlett.

Accordingly, I recommend the Board pass Ordinance 2017-_____, "An Ordinance Ascertaining Prevailing Wages in the Village of Bartlett".

NOTICE

Notice is hereby given that the President and Board of Trustees of the Village of Bartlett (the "Village"), Cook, DuPage and Kane Counties, Illinois, on the 20th day of June, 2017, did ascertain and make effective their determination of the prevailing rate of wages as defined in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), as amended, said rates having been certified by the Illinois Department of Labor. Copies of said determination of such prevailing rate of wages are available for inspection by any interested party in the offices of the Village Clerk in the Bartlett Municipal Building at 228 South Main Street, Bartlett, Illinois, 60103.

/s/ Lorna Giless

Village Clerk, Village of Bartlett

ORDINANCE NO. 2017 - _____

**AN ORDINANCE ASCERTAINING PREVAILING WAGES
IN THE VILLAGE OF BARTLETT**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works", approved June 26, 1941, as amended, (820 ILCS 130/0.01, *et seq.*) (the "Prevailing Wage Act" or the "Act"); and

WHEREAS, the Prevailing Wage Act requires that the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of the Village performing public works for the Village;

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

SECTION ONE: To the extent and as required by the Prevailing Wage Act, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in performing public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the applicable prevailing rate of wages for Cook, DuPage and Kane Counties, Illinois, as determined by the Department of Labor of the State of Illinois as of June of the current year for the respective Counties in which said public works are performed. Copies of said determinations are attached hereto and incorporated herein by reference (the "IDOL Determinations"). As required by the Act, any and all revisions of the prevailing rate of

wages by the Department of Labor of the State of Illinois shall supersede the IDOL Determinations and apply to any and all public works undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act.

SECTION TWO: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment, except public works of the Village to the extent required by the Act.

SECTION THREE: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wages. To the extent required under the Act: (i) a copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all bid specifications for public work projects subject to the Act; (ii) all contracts, purchase orders and other documents for such projects shall require that not less than the prevailing rate of wages as determined herein, subject to subsequent revisions by the Illinois Department of Labor and/or the Village, shall be paid to all laborers, workers and mechanics performing work under such contracts; and (iii) such bid documents, resolutions, ordinances, and contracts pertaining to public works shall otherwise comply with the requirements of the Act.

SECTION FOUR: The Village Clerk shall promptly mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses requesting copies of any determination, stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION FIVE: The Village Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois on or before July 15, 2017.

SECTION SIX: Within thirty (30) days of filing a certified copy of this Ordinance with the Department of Labor, the Village Clerk shall cause notice of the determination by the Village President and Board of Trustees regarding said prevailing rate of wages to be published in a newspaper of general circulation within the Village.

SECTION SEVEN: 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 EIGHT: 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 NINE: Effective Date. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017 - _____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

COOK COUNTY
 PREVAILING WAGE
 RATES EFFECTIVE
 JUNE 5, 2017

Trade/Title	Region	Type	Class	Base		Foreman		M-F		OSH	H/W	Pension	Vacation	Training
				Wage		Wage		OT	OSA					
ASBESTOS ABT-GEN	All	All		40.40		40.95		1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46		39.96		1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07		51.30		2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88		48.84		1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35		47.35		1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25		46.25		2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNShER	All	BLD		37.81				1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMM. ELECT.	All	BLD		42.02		44.82		1.5	1.5	2.0	8.88	12.78	0.59	0.75
ELECTRIC PWR EQMT OP	All	All		48.90		53.90		1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRIC PWR GRNDMAN	All	All		38.14		53.90		1.5	1.5	2.0	8.90	12.78	0.00	2.75
ELECTRIC PWR LINEMAN	All	All		48.90		53.90		1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRICIAN ELEVATOR	All	All		46.10		49.10		1.5	1.5	2.0	14.33	15.52	0.70	1.00
CONSTRUCTOR	All	BLD		51.94		58.43		2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		38.34		40.34		1.5	1.5	2.0	13.15	13.10	0.00	0.40
GLAZIER	All	BLD		41.70		43.20		1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95		52.45		1.5	1.5	2.0	11.62	12.26	0.00	0.72

IRON WORKER	All	All	46.20	48.20	2.0	2.0	2.0	2.0	13.65	21.52	0.00	0.35
LABORER	All	All	40.20	40.95	1.5	1.5	2.0	2.0	14.23	11.57	0.00	0.50
LATHER	All	All	44.35	46.35	1.5	1.5	2.0	2.0	13.29	16.39	0.00	0.63
MACHINIST	All	BLD	45.35	47.85	1.5	1.5	2.0	2.0	7.26	8.95	1.85	1.30
MARBLE FINISHERS	All	All	33.45	33.45	1.5	1.5	2.0	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD	44.13	48.54	1.5	1.5	2.0	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All	30.20	30.20	1.5	1.5	2.0	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All	35.20	35.20	1.5	1.5	2.0	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All	45.35	47.35	1.5	1.5	2.0	2.0	11.79	17.60	0.00	0.63
OPERATING	All	BLD	49.10	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
ENGINEER	All	BLD	47.80	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING	All	BLD	45.25	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
ENGINEER	All	BLD	43.50	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING	All	BLD	52.85	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
ENGINEER	All	BLD	50.10	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING	All	BLD	52.10	53.10	2.0	2.0	2.0	2.0	18.05	13.60	1.90	1.30
ENGINEER	All	FLT	54.75	54.75	1.5	1.5	2.0	2.0	17.65	12.65	1.90	1.35
OPERATING	All	FLT	53.25	54.75	1.5	1.5	2.0	2.0	17.65	12.65	1.90	1.35
ENGINEER	All	FLT	47.40	54.75	1.5	1.5	2.0	2.0	17.65	12.65	1.90	1.35
OPERATING	All	FLT	39.40	54.75	1.5	1.5	2.0	2.0	17.65	12.65	1.90	1.35
ENGINEER	All	FLT	56.25	54.75	1.5	1.5	2.0	2.0	17.65	12.65	1.90	1.35

OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All	BLD		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79

TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY												
WRKR	All	HWY		33.50	39.50	1.5	1.5	2.0	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	All	1	35.60	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	2	35.85	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	3	36.05	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	4	36.25	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	All	1	35.98	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	2	36.13	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	3	36.33	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	4	36.53	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TUCK POINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment

used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara,

sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle

Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;
Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,
Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;
Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);
Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,
All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator;
Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling
or renovation work); Hydraulic Power Units (Pile Driving, Extracting,
and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);
Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick
Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dwell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing

endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge);
Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane
(over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch
Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall,
Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment
Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane
Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000
pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors,
G.P.S. and robotic instruments, as well as conventional levels and
transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck

Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics
Helpers and Greasers; Oil Distributors 2-man operation; Pavement
Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;
Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;
Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled
Dumpman; and Truck Drivers hauling warning lights, barricades, and
portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or
Turntrailers when pulling other than self-loading equipment or
similar equipment under 16 cubic yards; Mixer Trucks under 7 yards;
Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or
turnpulls when pulling other than self-loading equipment or similar
equipment over 16 cubic yards; Explosives and/or Fission Material
Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit;
Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole
and Expandable Trailers hauling material over 50 feet long; Slurry

trucks, 1-man operation; Winch trucks, 3 axles or more;
Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

DUPAGE COUNTY
 PREVAILING WAGE
 RATES EFFECTIVE JUNE
 5, 2017

Trade/Title	Region	Type	Class	Base		Foreman		M-F		OSH	H/W	Pension	Vacation	Training
				Wage		Wage		OT	OSA					
ASBESTOS ABT-GEN	All	All		40.40		40.95		1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46		39.96		1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07		51.30		2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88		49.37		1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35		47.35		1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25		46.25		2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FINISHER	All	BLD		37.81		37.81		1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		33.00		35.40		1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT OP	All	All		37.89		51.48		1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	All	HWY		40.59		55.15		1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		29.30		51.48		1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	All	HWY		32.50		55.15		1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR LINEMAN	All	All		45.36		51.48		1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	All	HWY		48.59		55.15		1.5	1.5	2.0	5.25	15.07	0.00	0.85

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	E	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON WORKER	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIIVER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	All	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by

setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting

proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators;

Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump
Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum
Bulkler and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;
Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation
of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;
Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete
Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;
Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,
Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;
Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);
Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,
All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator;
Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling
or renovation work); Hydraulic Power Units (Pile Driving, Extracting,
and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);
Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower

Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.;
Derricks, All; Derrick Boats; Derricks, Traveling; Dredges;
Elevators, Outside type Rack & Pinion and Similar Machines; Formless
Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader,
Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard
Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy
Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes;
Backhoes with shear attachments up to 40' of boom reach; Lubrication
Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor
Drawn Belt Loader (with attached pusher - two engineers); Tractor with
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining
Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;

Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

OPERATING ENGINEER - FLOATING

Diver, Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters;

Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

KANE COUNTY
 PREVAILING WAGE
 RATES EFFECTIVE JUNE
 5, 2017

TradeTitle	Region	Type	Class	Base		Foreman		M-F		OSH	H/W	Pension	Vacation	Training
				Wage	Wage	Wage	Wage	OT	OSA					
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50		
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72		
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40		
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85		
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63		
CEMENT MASON	All	All		43.95	45.95	2.0	1.5	2.0	10.00	19.66	0.00	0.50		
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65		
COMMUNICATION														
TECH	N	BLD		37.39	39.49	1.5	1.5	2.0	11.30	12.97	0.00	0.66		
COMMUNICATION														
TECH	S	BLD		39.02	41.27	1.5	1.5	2.0	10.90	10.93	0.00	1.37		
ELECTRIC PWR EQMT														
OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38		
ELECTRIC PWR EQMT														
OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71		
ELECTRIC PWR														
GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29		
ELECTRIC PWR														
GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58		
ELECTRIC PWR														
LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45		
ELECTRIC PWR														
LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85		

ELECTRIC PWR TRK																								
DRV	All	All	30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30													
ELECTRIC PWR TRK																								
DRV	All	HWY	31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31													
ELECTRICIAN	N	All	46.02	50.42	1.5	1.5	2.0	14.07	15.33	0.00	0.92													
ELECTRICIAN	S	BLD	48.63	52.88	1.5	1.5	2.0	11.31	13.62	0.00	1.70													
ELEVATOR																								
CONSTRUCTOR	All	BLD	51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90													
FENCE ERECTOR	All	All	45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70													
GLAZIER	All	BLD	41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94													
HT/FROST INSULATOR	All	BLD	49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72													
IRON WORKER	All	All	45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70													
LABORER	All	All	40.20	40.95	1.5	1.5	2.0	13.52	12.28	0.00	0.50													
LATHER	All	All	42.52	44.52	1.5	1.5	2.0	13.29	12.76	0.00	0.63													
MACHINIST	All	BLD	45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00													
MARBLE FINISHERS	All	All	33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46													
MARBLE MASON	All	BLD	44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59													
MATERIAL TESTER I	All	All	30.20	30.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50													
MATERIALS TESTER II	All	All	35.20	35.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50													
MILLWRIGHT	All	All	45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63													
OPERATING ENGINEER	All	BLD	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	BLD	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	BLD	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	BLD	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	BLD	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	BLD	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	BLD	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	FLT	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35													
OPERATING ENGINEER	All	HWY	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	HWY	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30													
OPERATING ENGINEER	All	HWY	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30													

OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SIGN HANGER	All	BLD		26.07	27.57	1.5	1.5	2.0	3.80	3.55	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCK POINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of

Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St.

Charles (except the West half of Sec. 26, all of Secs. 27, 33, and

34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley

View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates

of wages for work performed apply: New Years Day, Memorial Day,

Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and

Veterans Day in some classifications/counties. Generally, any of

these holidays which fall on a Sunday is celebrated on the following

Monday. This then makes work performed on that Monday payable at the

appropriate overtime rate for holiday pay. Common practice in a given

local may alter certain days of celebration. If in doubt, please

check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters

cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel,

fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);
Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick
Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt
Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar
type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast
Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redj-Mix
Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe
Bucket or over or with attachments); Concrete Breaker (Truck

Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining

Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;

Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front

Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with

attachments); Compressor and Throttle Valve; Compressor, Common

Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding

Machine; Concrete Mixer or Paver 75 Series to and including 27 cu.

ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,

Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging

Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Excavating (excluding hose work); Laser Screed; All Locomotives,

Dinky; Off-Road Hauling Units (including articulating) Non

Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type

Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows;

Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor;

Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and

Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors

pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dwell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators

(regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



Agenda Item Executive Summary

Item Name Placement Agreement (Hole-in-one camera) Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

In continued efforts to try and increase revenue and add amenities at Bartlett Hills Golf Course, staff has been speaking to a company called Digital Golf Technologies (DGT) of Elmhurst, Illinois.

Staff is proposing that Bartlett Hills enters into a three year agreement with Digital Golf Technologies. The agreement would include an opportunity for patrons to enter into a contest to test their skill and win money, if they get a hole-in-one on the 18th hole. The patron would pay \$5 at the point of sale, \$3 of which would go to DGT and \$2 of which would go to Bartlett Hills Golf Course. If the customer were to be successful, he or she would win \$10,000 at the sole cost of Digital Golf Technologies. This opportunity is not mandatory and is completely optional.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Resolution, Agreement, Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move to approve Resolution 2017-____-R; A resolution approving the Placement Agreement between the Village of Bartlett and Digital Golf Technologies, LLC ("DGT").

Staff: Scott Skrycki

Date: June 8, 2017

Assistant to the Administrator

Memorandum

To: Paula Schumacher, Assistant Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Phil Lenz, Head Golf Professional
Date: 6/12/2017
Re: Placement Agreement (Hole-in-one camera)

In continued efforts to try and increase revenue and add amenities at Bartlett Hills Golf Course, staff has been speaking to a company called Digital Golf Technologies (DGT) of Elmhurst, Illinois.

Staff is proposing that Bartlett Hills enters into a three year agreement with Digital Golf Technologies. The agreement would include an opportunity for patrons to enter into a contest to test their skill and win money, if they get a hole-in-one on the 18th hole. The patron would pay \$5 at the point of sale, \$3 of which would go to DGT and \$2 of which would go to Bartlett Hills Golf Course. If the customer were to be successful, he or she would win \$10,000 at the sole cost of Digital Golf Technologies. This opportunity is not mandatory and is completely optional.

The camera has a rental fee of \$250, so the profit would come from entries per month, less \$250. The first year, DGT will be providing free rental as an incentive which was negotiated between DGT and staff. Staff has spoken to six golf courses, three of which are local and all have claimed profit and will be continuing to do business with DGT. They have approximately 150 clients.

Staff believes that this three year agreement would generate approximately \$6,800 in year one and approximately \$3,800 in years two and three in additional net revenue. Years two and three, there will be a rental fee for the camera of \$250 a month, thus the decrease. These numbers were calculated based on cross referencing comparable course revenue estimates in the area, as well as a participation range of approximately 10%.

The additional revenue described above does not include golfers entering the bar and lounge to watch themselves on the television. Staff believes having the system on tape delay, and allowing golfers to see themselves on the television would entice foot traffic into the bar and lounge. Staff believes the increase in foot traffic will be significant, thus leading to greater food and beverage sales in the clubhouse.

RESOLUTION 2017- -R

A RESOLUTION APPROVING OF THE PLACEMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DIGITAL GOLF TECHNOLOGIES, LLC (“DGT”).

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 Placement Agreement dated June 20, 2017, between the Village of Bartlett and DGT, LLC. (the “Agreement”), copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS: None

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017- -R enacted on June 20, 2017, approved on June 20, 2017.

Lorna Giles, Village Clerk



Placement Agreement

This Placement Agreement (“Agreement”) is entered into by and between Digital Golf Technologies, LLC (“DGT”) and the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (“Operator”) for the “hole in one” services and equipment (“DGT System”) provided by DGT. This Agreement is effective on the date it is signed by both parties (the “Effective Date”).

Term: The Agreement will continue in effect for 3 years after the DGT System is installed and ready for play (“Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one year terms unless either party gives written notice to the other party of its desire not to renew at least 60 days prior to the end of the Initial Term or subsequent terms.

Program:

Monthly Rent: \$0 until July 1, 2018 and then \$250 per month for the balance of the agreement.

Year 1: Operator will offer a \$5 option to win \$10,000 for a Hole In One on hole where DGT is installed. DGT will receive \$3.00 for each participant and Operator will receive \$2.00.

Years 2 and 3: Operator will offer a \$5 option to win \$10,000 for a Hole In One on hole where the DGT System is installed. DGT will receive \$3.00 for each participant and Operator will receive \$2.00.

Exclusivity: During the term of this Agreement, Operator agrees that DGT shall be the sole hole in one contest provider for all such contests that occur on the Operator’s course.

Operation of Program: Operator shall present and collect any paperwork required by DGT for each participant in the hole in one contests provided by DGT in order to validate hole in one or other prize claims. This paperwork shall include proof of purchase for all golfers participating in the hole in one contests provided by DGT in order for the winner to be eligible. Proof of purchase may consist of a SKU with participant’s name, credit card receipt, daily list or any agreed upon method that provides evidence of the golfer’s payment to participate prior to playing the hole where the DGT System is installed.

Operator must report all hole in one claims to DGT within 48 hours from when the hole in one occurs.

DGT’S Obligations:

- DGT shall, at its sole cost and expense install, maintain and operate the DGT System.
- DGT shall be solely responsible for the payment of any and all prizes awarded to participants of the hole in one contests agreed to by the parties and monitored by the DGT System, subject to such participants having agreed to and having adhered to the requisite terms and conditions prior to entering into such contest. Prizes subject to change;
- DGT shall reimburse Operator for any expenses incurred by Operator to provide electrical requirements for installation, but this reimbursement amount shall not exceed \$500.

Operator’s Obligations:

- Operator shall provide DGT with electrical power to the DGT System installed on Operator’s course.
- Operator shall provide DGT with an Internet connection available in the pro shop or location of Operator’s choice to connect to the DGT System recording and monitoring equipment.
- Operator agrees to DGT’s Terms and Conditions included on the following page.

ACCEPTED AND AGREED:
DGT

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Digital Golf Technologies Terms and Conditions

1. Golf Course Operation.

OPERATOR shall abide by normal golf course operations in the placement of tees and pins. In the event that construction, maintenance or other circumstances require the qualifying tee on the DGT hole to be altered so that the qualifying tee plays less than 140 yards, the OPERATOR shall notify DGT immediately to determine how play on the DGT hole and prizes to participants may be affected.

2. Fraudulent Activities.

It shall be a material breach of this Agreement if OPERATOR, its employees, personnel, and/or agents, directly or indirectly, (i) attempt to or, in fact, engage in any fraudulent activities associated in any way with the DGT System, including but not limited to any acts or omissions that encourage or facilitate the tampering and/or interference with the DGT System's proper functioning, (ii) participate in the intentional violation of any of the DGT terms and conditions of play. Moreover, in the event OPERATOR becomes aware of any such activity, OPERATOR shall promptly report directly to DGT any incidents of potential fraud or unauthorized DGT System use and/or fraudulent activities associated with any DGT contest participants or associates of contest participants.

3. Indemnification and Liability.

Except to the extent caused by DGT's active negligence, sole negligence, willful acts or willful misconduct, OPERATOR shall indemnify, defend and hold harmless DGT from and against any claim, demand, cause of action, loss or liability (including reasonable attorney's fees and expenses of litigation) for any property damage or personal injury arising from the acts or omissions of Operator or out of the acts or omissions of any of its officers, employees, agents or contractors, including, but not limited to their use of DGT's equipment. Except to the extent caused by Operator's active negligence, sole negligence, willful acts or willful misconduct, DGT shall indemnify, defend and hold harmless Operator from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from the acts or omissions of DGT or out of the acts or omissions of any of its officers, employees, agents or contractors. This Section shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. In no event shall DGT be liable for any indirect, special or consequential loss or damages arising from Operator or its officers, employees, agents or contractor's use of DGT's equipment, including but not limited to lost profits and lost revenue, even if informed of the possibility of such damages.

4. Termination. Reasons for Termination.

Either party may terminate this Agreement under the following circumstances: Immediately, if the other party: (a) becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (b) makes an assignment for the benefit of its creditors; (c) files or has filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code or any successor statute unless the petition is stayed or discharged within 90 days; (d) has a receiver appointed with respect to all or substantially all of its assets; or (e) upon the other party's breach of any material term of this Agreement and failure to cure the breach within 60 days following written notice thereof. If OPERATOR terminates this Agreement for any reason whatsoever, OPERATOR shall return DGT's equipment to DGT at its sole cost and expense and shall be responsible for the balance of the monthly fees due to DGT under this Agreement, except Operator shall have no responsibility to pay the balance of the monthly fees when DGT has failed to cure a breach of any material term of this Agreement within the applicable cure period.

5. Insurance.

DGT and Operator shall maintain comprehensive liability insurance for its activities necessary to the performance of this Agreement.

6. Late Payment Fee.

Interest will be charged on any late payment due DGT as provided in the Prompt Payment Act (50 ILCS 505/2, *et seq.*). Payment terms are Net 30.

7. Disclaimer of Warranties.

Except as otherwise expressly set forth herein, neither party makes any representations or warranties, and hereby expressly disclaims all warranties, express, implied, statutory, or otherwise, relating to or arising out of the Agreement, including, without limitation, any warranty of non-infringement, any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

8. Limitation of Liability.

Neither party will be liable to the other for any indirect, incidental, consequential, special or punitive damages, for loss of time, opportunity or data, whether in an action in contract, tort, product liability, strict liability, statute, law, equity or otherwise. Notwithstanding the preceding paragraph, a party's liability for: (a) personal injury, including death, will be unlimited to the extent caused by its gross negligence and/or willful misconduct; (b) physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by such negligence or willful misconduct, up to one million dollars per occurrence; and (c) violating the other's intellectual property rights is not limited by this Section. Each clause of this section is separate from each other clause of this section and from the remedy limitations and exclusions elsewhere in this Agreement, and will apply notwithstanding any failure of essential purpose of a remedy or any termination of this Agreement.

9. Waiver.

No failure of DGT to exercise or enforce any of its rights under this Agreement shall act as a waiver of any breach of this Agreement; and the waiver of any breach shall not act as a waiver of subsequent breaches. DGT's acceptance of payment with knowledge of a default or breach by OPERATOR shall not constitute a waiver of any breach.

10. Governing Law/Jurisdiction.

Illinois law governs this Agreement without reference to its choice of law principles, and each party hereto agrees and submits to the exclusive jurisdiction of the courts of the State of Illinois for resolution of any disputes arising hereunder, and waives any right to change location as under any motion for change of venue and/or forum non conveniens. Operator agrees to waive its right to a jury trial of any claim or cause of action arising out of or relating to this Agreement.

11. Modification.

This Agreement may be supplemented, amended, or modified only by mutual agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing or via email.

12. Confidentiality.

Operator acknowledges and agrees that any information or data it has acquired from or about DGT, not otherwise properly in the public domain, was received in confidence. Operator agrees not to divulge, communicate or disclose (except as may be required by law or for the performance of this Agreement), or use to the detriment of DGT or for the benefit of any other person or persons, or misuse in any way, any confidential information of DGT, including any technical, trade or business secrets of DGT and any technical, trade or business materials that are treated by DGT as confidential or proprietary, including, but not limited to, intellectual property, ideas, discoveries, inventions, developments, customer lists, sales pipeline and improvements belonging to DGT and confidential information obtained by or given to DGT about or belonging to third parties.



CERTIFICATE OF LIABILITY INSURANCE

DIGIT-2 OP ID: KW

DATE (MM/DD/YYYY)

06/08/2017

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 AP Colorado - TWG Services P&C Property & Casualty Division 1873 S. Bellaire St., Ste. 600 Denver, CO 80222 Michael Dribnak	CONTACT NAME: Kathy Ward PHONE (A/C, No, Ext): 720-726-3223 FAX (A/C, No): 303-861-7502 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : THE HARTFORD</td> <td>002229</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : THE HARTFORD	002229	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : THE HARTFORD	002229														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Digital Golf Technologies 770 N. Church St Elmhurst, IL 60126															

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			34SBAPQ9961	01/07/2017	01/07/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bikt Addl Ins <input checked="" type="checkbox"/> Bikt Wavier Subro	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	AUTOMOBILE LIABILITY			34UECZG3005	01/07/2017	01/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34WECBX4553	01/07/2017	01/07/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respect to General Liability, Blanket Additional Insured by Written Contract and Blanket Waiver of Subrogation apply to Certificate Holder, its officers, officials, employees, and volunteers. Coverage is Primary and Non-Contributory

CERTIFICATE HOLDER <div style="text-align: center;">VILLBAR</div> Village of Bartlett 228 S. Main St 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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Agenda Item Executive Summary

Item Name	Active Transportation Alliance Kickstand Classic II Bike Race Agreement	Committee or Board	Board
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BUDGET IMPACT

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

The Active Transportation Alliance Kickstand Classic II Bike Race Agreement shares the costs and responsibilities for staging the second annual event in the Village on October 1, 2017.

For this year's Kickstand Classic, Active Transportation is adding the Davis Phinney Foundation's 200 cyclists as a partner to help promote the event and add to the sponsorship.

Jim Duran of the Davis Phinney Foundation spoke to the Village Board Committee on June 6, 2017 and outlined their partnership and guidelines for the sub 5, 100 mile Foundation race. He said that the idea is to get out the awareness of the Foundation and to partner with Active Trans to provide a unique cycling event unlike anywhere else in the country.

The Mayor asked the Staff to request a change in the event funding from Active Trans to reduce the Village share.

Active Transportation Alliance provided the Village with the overall project budget detailing their extra costs to stage the Kickstand Classic and would still need the Village to share in the costs as shown in the MOU.

The Trustees forwarded the Kickstand Classic II MOU to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Resolution approving MOU, MOU exhibit with revised cost sharing exhibit, Bike Route map depicting Davis Phinney and Kickstand Bike Race Lanes and Kickstand Classic Bike Route map, Overall Kickstand Classic project budget from Active Transportation

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion - Move to approve Resolution-2017-_____, A Resolution Approving of the Agreement between the Village of Bartlett and the Active Transportation Alliance for Kickstand Classic II Bike Race

Staff: Jim Plonczynski, Com Dev Director

Date: 6/12/2017

COMMUNITY DEVELOPMENT MEMORANDUM

17-121

DATE: June 12, 2016
TO: Paula Schumacher, Acting Village Administrator
FROM: Jim Plonczynski, CD Director
RE: Kickstand Classic II Bike Race Agreement

The Village Staff has been working with Active Transportation Alliance, a not-for-profit alternative transportation advocacy organization, to stage the Kickstand Classic II Bike Race. This event is a timed bike race for all skill levels.

The Village's Economic Development Commission recommended that additional events be held in the village to improve the local economy. The inaugural Kick Stand Classic was very successful and being in its second year is set to be an event held in the community on an annual basis.

For this year's Classic, Active Transportation Alliance is partnering with the Davis Phinney Foundation to pair up their annual race with the Kickstand Classic II Bike Race. The Davis Phinney riders will number approximately 200 and total ridership will remain well below the course capacity. Each Phinney cyclist will race continuously for multiple hours, and thus they will not be sprinting. However, steps are being taken to ensure Davis Phinney cyclists remain a safe distance from slower Kickstand riders.

As part of planning this event, an Agreement between the Village and Active Transportation Alliance detailing the date, route, cost sharing, personnel and equipment required to stage the event needs to be approved by both parties.

Jim Duran of the Davis Phinney Foundation presented the Foundation's sub 5, 100 mile event guidelines and purpose to the Village Board Committee on June 6, 2017. He stated that partnering with Active Transportation Alliance on the Kickstand Classic makes this a unique event in the cycling world. The Davis Phinney riders are all about safety and making the goal of completing the ride to support the Foundation.

The Committee directed the Staff to contact Active Transportation and have them re-evaluate the cost sharing between the Village and Active Trans now that the Davis Phinney foundation is involved. Staff made contact and Ron Burke, Director of Active Transportation stated that Active Transportation hopes to break even and possibly raise some funds from the Kickstand Classic II. Ron said that there are a lot of additional costs that Active Trans pays for that are not in the MOU and has sent the full project budget (see attached) so that these costs can be viewed. Furthermore, he said that the Davis Phinney Foundation has already entered in to a separate agreement with Active Trans.

CD Memo 17-121

June 12, 2017

Page 2

The Village Board Committee forwarded the MOU to the Village Board for a final vote.

Attached is the MOU Agreement between the Village of Bartlett and Active Transportation Alliance for the Kickstand Classic II bike race on October 1, 2017.

RESOLUTION 2017 - _____

A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE ACTIVE TRANSPORTATION ALLIANCE FOR THE KICKSTAND CLASSIC II BIKE RACE

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

SECTION ONE: The Agreement dated June 20, 2017, between the Village of Bartlett and the Active Transportation Alliance (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to final approval by the Village Attorney, and such minor modifications to the Agreement and the Waiver form attached thereto as Exhibit C that he deems necessary.

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

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

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior 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 20, 2017

APPROVED: June 20, 2017

ATTEST: Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**Active Transportation Alliance
Bike Marathon
Location Host Agreement
2017**



<p>To: Village of Bartlett 228 S. Main Street Bartlett, IL 60103</p> <p>Paula Schumacher, Acting Village Administrator Phone 630-837-0800 Fax 630-837-0891 pschumacher@vbartlett.org</p>	<p>From: Ron Burke Executive Director Active Transportation Alliance 9 W. Hubbard St., Suite 402 Chicago, IL 60654</p> <p>(312) 427-3325, ext. 228 (312) 427-4907 fax ron@activetrans.org</p>
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Date: June 20, 2017

AGREEMENT

The Active Transportation Alliance, an Illinois not-for-profit organization (“Active Trans”), will produce the Kickstand Classic Bicycle Race (the “Event”, or the “Race”, or the “Activity”) in conjunction with the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (“Bartlett” or the “Village”). The Event will take place on public right of way within the corporate limits of the Village of Bartlett improved with roads and streets that are owned by and under the jurisdiction of the Village of Bartlett (“Bartlett Roads”). Proceeds from the Event will support the nonprofit Active Transportation Alliance in their mission to improve biking, walking, and transit in the Chicago region. The Event entails a series of bike races and will be held on October 1, 2017.

1. Bartlett will provide:

- a. All services and staff to ensure agreed upon bike marathon route and closures of Bartlett Road (“Road Closures) on the date of the Event.
- b. Village permitting and community outreach for Road Closures.
- c. Infrastructure for Road Closures (barricades, traffic cones, variable message boards).
- d. Assistance in recruiting local volunteers to support the Event
- e. Police services for the day of Event and overnight security after set-up on the day prior to the Event.
- f. Ample Parking within one mile of the start/finish area
- g. Promotional support through Village outlets
- h. Free access to village water and electricity
- i. Mutually agreed upon additional resources to support the production of the Event

2. Active Trans will provide:

- a. Staff to plan and execute the Event including sponsorship, marketing, logistics, registration, IT support, participant communications, liability assessment, volunteer recruitment and management, etc.
- b. Up to 25 staff members for support on the day of the Event
- c. A robust regional marketing and PR plan, highlighting Bartlett as the Event host
- d. Funding for Event expenses, excluding those which Bartlett has agreed to provide
- e. Payment to Bartlett for the expenses outlined in Exhibit A (expense attachment TBD).

3. Insurance

Each party agrees to secure and maintain the following insurance in full force and effect throughout the Term of this Agreement and shall thereafter maintain said insurance for a period of three (3) years after the Event: (i) commercial general liability insurance (CGL) in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate to cover bodily injury/and or property damage to third parties (including contractual liability coverage), and (ii) workers compensation coverage as required by law. The Village, its officers, officials, employees and volunteers are to be covered as additional insureds on Active Trans' CGL policy with respect to liability arising out of operations performed by or on behalf of Active Trans. General liability coverage for Active Trans can be provided in the form of an endorsement to Active Trans' 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, GC 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used). For any claims related to this Agreement, Active Trans' insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respect to the Village and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees and volunteers shall be in excess of Active Trans' insurance and shall not contribute with it. To satisfy the Village's obligation to provide insurance, Bartlett shall obtain either policies of insurance, or maintain its membership in the Intergovernmental Risk management Agency ("IRMA"), which shall obtain policies which provide the coverage in amounts as set forth on Exhibit B attached to and made a part of this Agreement (the "Bartlett/IRMA Insurance Coverage"). Certificates evidencing proof of insurance required of each party shall be provided. The insurance policies shall be written on an "occurrence" basis and shall provide for thirty (30) days' notice of any cancellation or modification of the policy. All insurance shall be written by companies having an A.M. Best's rating of at least A VII. The Village of Bartlett reserves the right to self-insure or provide insurance through IRMA for any and all exposures typically covered by the insurance policies listed herein. This provision shall survive the termination or expiration of this Agreement.

4. Cross Indemnification

- a. The Village of Bartlett agrees to defend, indemnify and hold Active Trans and its members, officers, employees, agents and representatives harmless from and against any and all

injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the gross negligence, willful and wanton acts, omissions, failures to act or misconduct of the Village of Bartlett, or its elected or appointed officials, officers, employees, agents, contractors, subcontractors, representatives or volunteers, or arising out of the condition of the Bartlett Roads, or the placement and erection of infrastructure for Road Closures for the Race, except where caused by the active negligence, sole negligence, or willful misconduct of Active Trans, or any of its members, officers, employees, agents, contractors, subcontractors, sponsors, representatives or volunteers.

- b. Active Trans agrees to defend, indemnify and hold the Village of Bartlett and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense arising out of, resulting from or alleged to arise out of or result from the gross negligence, recklessness or misconduct of Active Trans, or of any of its members, officers, employees, agents, contractors, subcontractors, representatives, sponsors or volunteers in the use or occupancy of the Bartlett Roads during the Event (including set up and take down), except where caused by the active negligence, sole negligence or willful misconduct of the Village of Bartlett, or of any of its officials, officers, employees, contractors, agents, representatives or volunteers.

5. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the parties under Section 4 above (entitled "Cross Indemnification"). The Village of Bartlett acknowledges that the Kick Sand Classic Bicycle Race will be a series of bicycle races that will take place outdoors on the day of the Event and that Active Trans has no control over acts of God, weather, road conditions or pre-existing signage along the Event route.

6. Waivers from Participants and Volunteers.

Active Trans shall procure a Kickstand Classic Bicycle Race Participant Waiver of Liability and Hold Harmless Agreement in form as appended hereto as Exhibit C (the "Waiver") from all participants in the Race. Active Trans shall post and include the form of Waiver in any on line pre-race registration and provide for the on line signature or verifiable acceptance of the terms of the Waiver by all participants, including minor participants signed by the minor participant's custodial parent or legal guardian. Waivers may also be e-mailed to the Village to the attention of Scott Skrycki (sskrycki@vbartlett.org) prior to the day of the Race, or participants may execute the Waiver at the registration desk on the day of the Race prior to participating in the Race. The

Village and Active Trans will each endeavor to procure a Waiver from each of its respective volunteers assisting with the Race.

7. Conduct.

The parties and their respective employees, contractors and volunteers shall act in a legal, professional, and first class manner. Either party may request the other party to remove specific employee(s), contractor(s) or volunteer(s) from the Event at any time due to gross negligence or willful or reckless acts.

8. Cancellation

Each party shall be excused from performance under this Agreement and shall have no liability to the other party in the event that the Kickstand Classic Bicycle Race is cancelled due to an Act of God, war, terrorism, civil disturbance, court order, or natural disaster. Bartlett and Active Trans will negotiate in good faith to agree upon a mutual plan of resolution if this situation occurs.

9. Propriety Rights To Bike Marathon

Nothing in this Agreement shall diminish the rights of Active Trans in regard to future production of a bike marathon. The Kick Sand Class bike marathon shall remain an event produced by, and for the benefit of, Active Trans, both during and after the Terms of this Agreement have expired. Active Trans reserves the right to share benefits of this Event with other charitable partners if agreements are reached that are in the best interest of both charities. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Bartlett to approve or hold any future Kick Sand Classic bike marathon, or a bike marathon by another name, or renew or extend the term of this Agreement.

The parties have read this Agreement and agree to abide by the policies stated therein.

Dated: _____, 2017

Dated: _____, 2017

VILLAGE OF BARTLETT

ACTIVE TRANSPORTATION ALLIANCE

By: _____
Kevin Wallace, Village President

By: _____
Name: _____
Title: _____

Please email or mail to Active Transportation Alliance, attn.: Clare McDermott, Sr. Manager of Event at Clare@activetrans.org or 9 W. Hubbard St., Ste. 402, Chicago, IL 60654. Thank You!

**Active Transportation Alliance
Kickstand Classic
Location Host Agreement
2017**



Expense Attachment

<p>To: The Village of Bartlett, IL</p> <p>Village President Kevin Wallace 228 S. Main Street Bartlett, IL 60103</p> <p>KWallace@vbartlett.org</p>	<p>From: Ron Burke Executive Director Active Transportation Alliance 9 W. Hubbard St., Suite 402 Chicago, IL 60654</p> <p>(312) 427-3325, ext. 228 (312) 427-4907 fax ron@activetrans.org</p>
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Date: May 5, 2017

The Village of Bartlett has outlined the following expenses to support the production of the Kickstand Classic. The following costs will be divided evenly between the Village of Bartlett and the Active Transportation Alliance. The Active Transportation Alliance will provide additional resources, not governed by this agreement, to ensure a successful event.

The expenses outlined below come to a total of \$38,667.18. These resources will be facilitated and/or provided by the Village of Bartlett. They will be paid for by the Village of Bartlett. The Active Transportation Alliance will reimburse the Village of Bartlett for 50% of the final costs, up to but not exceeding, \$19, 333.89 by a mutually agreed upon date. Should expenses for policing, public works, street closures, portable toilets and trash exceed the estimates below, the additional costs will be covered by the Village of Bartlett.

Village of Bartlett Outlined Costs						
Officer	Reg Hrs	Reg. Rate	OT Hrs	OT Rate	Total	Detail
			7	\$66.82	\$467.74	Overnight Security
			7	\$78.58	\$550.06	Traffic control
			7.5	\$36.24	\$197.30	Traffic Control
			9.5	\$36.24	\$344.28	Traffic Control and Setup
			7	\$36.24	\$253.68	Traffic Control
			7	\$53.15	\$372.05	Traffic Control
	7	\$20.40			\$142.80	Traffic Control
			7	\$52.11	\$364.77	Traffic Control
			8.5	\$49.25	\$328.29	Traffic Control & Set Up
			7	\$66.82	\$467.74	Traffic Control
			7	\$66.82	\$467.74	Traffic Control

EXHIBIT A

			7	\$66.82	\$467.74	Traffic Control
			7	\$66.82	\$467.74	Traffic Control
			7	\$66.82	\$467.74	Traffic Control
			6.5	\$66.82	\$434.33	Traffic Control
			7	\$47.17	\$330.19	Traffic Control
			7	\$66.82	\$467.74	Traffic Control
			7	\$62.95	\$440.65	Traffic Control
			7	\$66.82	\$467.74	Traffic Control
			7	\$47.17	\$330.19	Traffic Control
			8	\$66.82	\$534.56	Traffic Control & Festival
			8	\$50.07	\$400.56	Traffic Control & Festival
			7	\$82.19	\$575.33	Traffic Control
			7	\$50.07	\$400.56	Traffic Control
			7.5	\$66.82	\$501.15	Traffic Control & Set Up
			7	66.82	\$305.76	Traffic Control
			7	\$82.19	\$575.33	Traffic Control Relief Team
			7	\$66.82	\$467.74	Traffic Control Relief Team
			8	\$66.82	\$534.56	Traffic Con Relief and Take Down
			7	\$71.92	\$503.44	Traffic Control Relief Team
			7	\$66.82	\$467.74	Festival Area
			7	\$46.19	\$323.33	Traffic Control Relief Team
			7	\$66.82	\$467.74	Festival Area
			7	\$47.17	\$330.19	Bike Patrol
			8	\$66.82	\$534.56	Bike Patrol & Festival
			7	\$64.85	\$453.95	Bike Patrol
			7	\$47.17	\$330.19	Bike Patrol
			7	\$66.82	\$467.74	Festival area
			4	\$44.66	\$178.64	Record Call Taking
			2	\$66.82	\$133.64	Volunteer Meeting & Set Up
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control

EXHIBIT A

	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
	6.5	\$20.05			\$130.33	Traffic Control
Sewer					\$775.71	
Streets					\$7,030.47	
Water					\$671.69	
Special Signs					\$2,500	Signs
Barricade Rental					\$6,000	Barricades from TSI/TCP
Portable Toilets					Republic	15 Festival Units
Trash and Liners					Republic	35 total boxes and lids with liners
United Rent a Fence					\$973.50	Fence for Festival
Mailing					\$2,800	Neighbor notification
				TOTAL	\$32,502.22	Barricade cost is estimate

EXHIBIT C

Active Transportation Alliance ("Active Trans") is affiliated with events for bicycle riding, bicycle racing and other bicycling events ("Bicycling"). In consideration of being allowed to participate or volunteer in Bicycling, I agree to the terms and conditions contained in this Waiver and Release of Liability.

I or my agent acknowledge and agree: (i) Bicycling is a strenuous activity beyond the capability of some people, and may cause minor, severe and/or permanent injuries or death to people who are not in sufficient physical fitness, training and/or experience; (ii) I have made my own determination as to whether I am able to safely participate and/or volunteer for Bicycling; (iii) Active Trans has not evaluated my ability to participate in Bicycling; (iv) advice dispensed through Active Trans may not be appropriate for me, and it is my responsibility to make this determination; (v) Bicycling is or may be a test of a person's physical and mental limits and carries with it, regardless of physical fitness or experience, the potential for death, serious injury and property loss; (vi) risks of participating in or volunteering for Bicycling include, without limitation, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration; and (vii) that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. These risks are not only inherent to athletics and participants, but are also present for volunteers;

I or my agent certify that my level of fitness is appropriate to participate in or volunteer for Bicycling and that I am voluntarily undertaking participation or volunteering in Bicycling. I or my agent certify that I have sufficiently trained or prepared for participation in or volunteering for Bicycling. I am undertaking of my free will participation or volunteering in Bicycling, and I have not been advised against participation in such activity by a health care professional. I agree to wear an ANSI, CPSC, or SNELL approved helmet properly at all times while participating in Bicycling affiliated with Active Trans.

I or my agent, for myself, my past, present and future agents, attorneys, representatives, predecessors, successors, assigns, heirs and executors (collectively "Participant Parties"), do hereby waive, release, and discharge Active Trans, the County of DuPage, the Village of Bartlett and each of their respective past, present and future officers, directors, agents, employees, parents, subsidiaries, predecessors, successors, affiliates, designees and assigns, sponsors, volunteers (including any individual giving a presentation, advice or information in conjunction or associated with Bicycling), attorneys, any Active Trans members or representatives (collectively the forgoing are "Active Trans Parties") from any and all manner of liability, claims for damages, causes of action, proceedings, losses, compensation, attorneys' fees, costs, and expenses of suits, claims and demands whatsoever or any kind, which have or may arise in the future from my participation in or volunteering for Bicycling through or involving the Active Trans parties, or any of them, the County of DuPage and/or the Village of Bartlett, including, but not limited to, any and all claims, losses or liabilities for negligence, death, injury, disability, property damage, medical bills, theft or damage of any kind, including without limitation economic losses (collectively, "Losses"), which have or may in the future arise out of or relate to my participation in, volunteering for, or traveling to and from Bicycling via bicycle, car, public transportation, foot, or any other method through or involving the Active Trans Parties, or any of them. I or my agent acknowledge that there may be mode of transportation, persons, dangerous or adverse road or path conditions, hazards, wildlife or hidden objects present during Bicycling through or involving Active Trans and/or the Village of Bartlett or County of DuPage streets, roads or paths. I or my agent understand all of the risks, known and unknown, associated with Bicycling, including without limitation, all those so stated in this waiver and release of liability and all those known and unknown. I or my agent assume the risks, both known and unknown, related thereto of participating in or volunteering for Bicycling through or involving or associated with Active Trans, the Village of Bartlett and/or the County of DuPage. I or my agent assume all other risks,

known and unknown, associated with participating in or volunteering for Bicycling through or involving or associated with Active Trans, the County of DuPage and/or the Village of Bartlett, including without limitation contact or effects of other participants, the effects of weather, and/or the condition of roads, streets and paths used for Bicycling.

I or my agent, on behalf of myself and Participant Parties, AGREE NOT TO SUE or otherwise bring any claim or proceeding for Losses against any Active Trans Parties for any and all Losses assessed against them as discharged herein.

I or my agent GRANT PERMISSION to Active Trans, and those acting by or on behalf of or under its authority the unconditional right to use my name, voice, photographic likeness and physical likeness relating to my participation in or volunteering for Kickstand Classic or other Bicycling event for which Active Trans is so associated. This waiver and release of liability further authorizes Active Trans to edit, to telecast, to webcast, to podcast, to cablecast, to rerun, to duplicate, to use, to syndicate, to license and to distribute in any medium or form said production (collectively "Media"). I or my agent hereby agree, acknowledge, and grant that at creation, Active Trans has and will continue to have all right, title, and interest in and to such Media to do with such Media as it chooses for its independent business purposes or to do nothing at all with such Media. To the extent I have any right, title, or interest in such Media, I hereby assign such to Active Trans. I or my agent further agree that the Media and all rights therein are entirely the property of Active Trans, its licensees, successors and assigns, absolutely and forever, for any and all copyright terms and all extensions and renewable terms of copyright whether now known or hereafter created throughout the world, and for all uses and purposes whatsoever.

I or my agent WAIVE, to the extent I have any, all rights to any current or future compensation to which I may be entitled as a result of use of my name, voice, photographic likeness or physical likeness in such Media.

I or my agent hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this Bicycling event.

I or my agent WILL INDEMNIFY AND HOLD HARMLESS the Active Trans Parties from any and all Losses assessed against them arising or as a result of (i) my actions, inactions or negligence, (ii) the actions, inactions or negligence of the Active Trans Parties and others hereby indemnified, (iii) the conditions of the facilities, equipment, streets, roads, paths, or areas where Bicycling is being conducted and (iv) any other harm, injury or damage caused by an occurrence related to or during Bicycling through or involving Active Trans.

This Waiver and Release of Liability will be construed broadly to provide a release and waiver of liability and those affirmative consents and covenants to the maximum extent permissible under applicable law. If any provision is held by a court of competent jurisdiction to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or, if not so allowed by law, disregarding such provision, and all other provisions of this waiver and release of liability are to remain in effect as written. This waiver and release of liability will be governed and construed under the laws of the State of Illinois, without giving effect to its conflict of law rules.

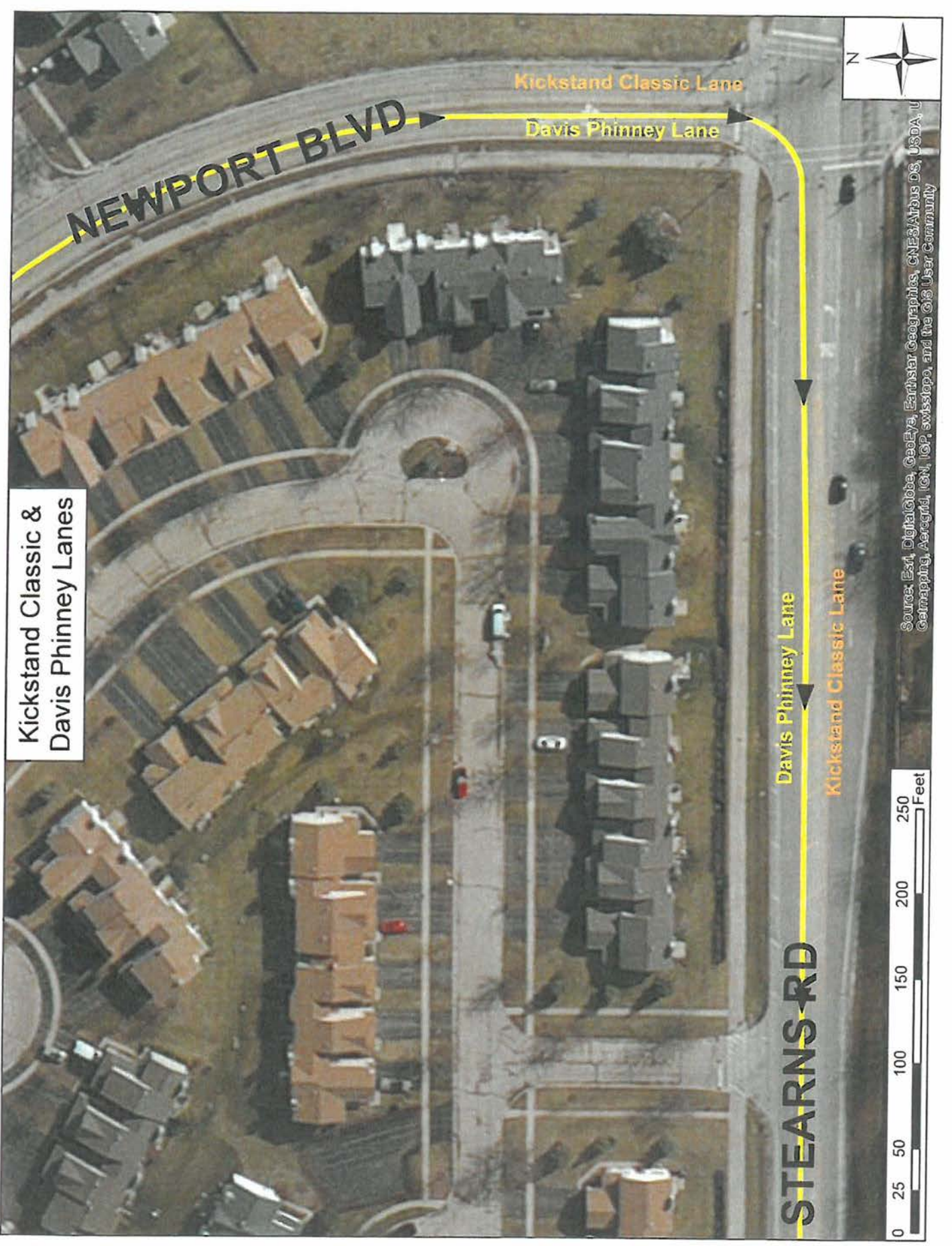
I OR MY AGENT AFFIRM THAT THAT I AM THE PRIMARY REGISTRANT, I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

IF REGISTERING A MINOR, I represent that I am the custodial parent or legal guardian of the minor. I consent to the terms of the foregoing application form, including the waiver and release of claims and indemnity on his/her behalf. I affirm I have the authority to grant such consent. In the event the foregoing

affirmation is not accurate, agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I or my agent agree to the terms listed above:

X _____



Kickstand Classic & Davis Phinney Lanes

NEWPORT BLVD

Kickstand Classic Lane

Davis Phinney Lane

Davis Phinney Lane

Kickstand Classic Lane

STEARNS RD



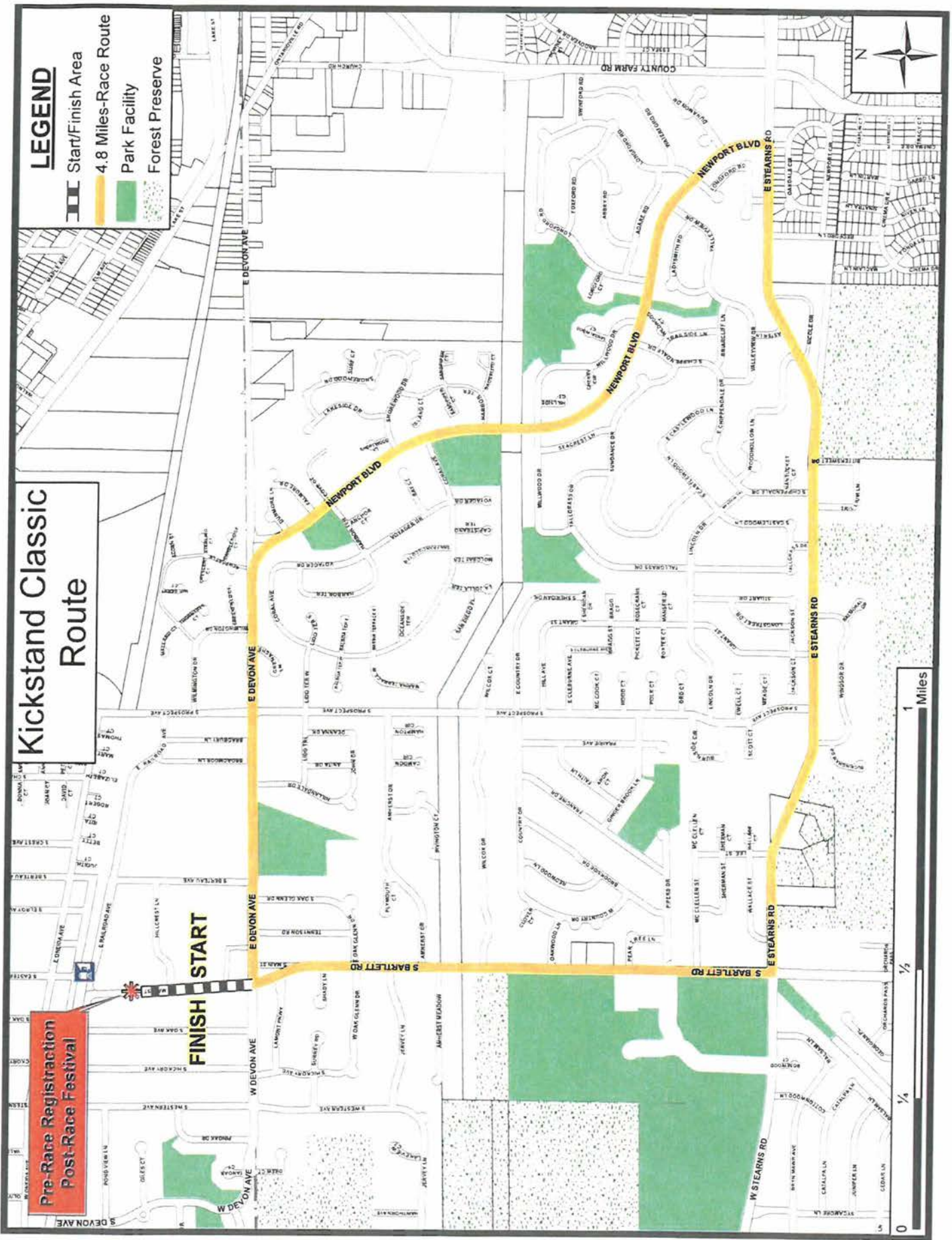
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, U Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community

Kickstand Classic Route

**Pre-Race Registration
Post-Race Festival**

- LEGEND**
- Start/Finish Area
 - 4.8 Miles-Race Route
 - Park Facility
 - Forest Preserve

FINISH START



FUND	EXPENSES	VENDOR	Anticipated	NOTES
PROFESSIONAL FEES/RENTALS				
	Band/Entertainment		\$500.00	
	Face Painting		\$375	
	Walkies	Jazzi the Clown	\$1,000.00	
	Tent/Tables/Chairs/Stage/Generators		\$5,000.00	
	Sound System		n/a	
	Timing System	LAS	\$3,225.00	
	Truck rental	MAK Services	\$1,222.50	
	Portalets	Barlett/Republic		Via barlett
	Barricades & Public Works	Barlett/TCP & TSI		Via barlett
	Signage Road Closure	Barlett/TCP & TSI		Via barlett
	Trash Receptacles	Barlett/Republic		Via barlett
	Police	Barlett	16,251.00	Via barlett
	Ambulance and EMS services		\$2,700.00	Paid directly to Fire district in 2016
	Additional Equip. rental			Barricades; Gators
	SAG		\$500.00	
	Credit Card Transaction fees			
	Laptop Rental			
	Insurance	McKay	\$4,130.50	
		TOTAL	\$34,904.00	
SUPPLIES				
	Water for Festival area		\$125.00	
	Ice		200.00	
	Snacks for Rest Stop		n/a	
	Misc supplies		300	
	Cups		\$100.00	
		TOTAL	\$725.00	
Giveaways & Merch				
	Tech Shirts	Marathon	\$4,500.00	
	Ribbons for medals & Keychains for 16+ medals	icandee	\$300.00	
	Plaques/Trophies winners	icandee	\$400.00	
	Jerseys	Adventerra	\$2,000.00	
		TOTAL	\$7,200.00	
M&C				
	Facebook promoted post		\$195.00	
	Chicago Athlete Ad	email blast	\$595.00	
		TOTAL	\$790.00	

PRINTING	Rack Cards		I Candee (qty1500)	\$600.00	
	Posters		I Candee (qty 200)	\$200.00	
	Banners			\$200.00	
	Yard Signage		Motr Grafx	\$400.00	
	Course signage			\$400.00	
	Ride Guide			\$845.00	
	Race numbers/bibs			\$100.00	
			TOTAL	\$2,745.00	
POSTAGE	Merch shipment				
	Neighborhood notices		Village Mailing		I think this is incorporated into the total ? charged by Bartlett
			TOTAL		
STAFF TRAVEL					
	Mileage/Cabs		Staff Travel to Bartlett	\$350.00	Transportation to/from Bartlett meeting
	Hotels			\$750.00	
		TOTAL	\$1,100.00		
VOLUNTEER	Vol Night Food			200	
	Event Day Food			\$750.00	
	Stipend			1,000.00	
	Volunteer Tshirts		Marathon Sportswear	\$1,500.00	
			TOTAL	\$3,450.00	
		TOTAL	\$50,914.00		



Agenda Item Executive Summary

Item Name Ignite the Courage Right of Way Request Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Ignite the Courage (Formerly Pink Heels) is requesting a permit to allow for the closing of North Avenue between Oak Ave. and Eastern Ave, between the hours of 8:00 a.m. and 3:00 p.m. on Saturday, August 12, 2017.

The Festival will include food trucks and other varieties of entertainment, including a car show which is the primary reason for the request.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Right of Way Request, Map, Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move to approve the Right of Way request for the Ignite the Courage event on Saturday, August 12th between the hours of 8:00 a.m. and 3:00 p.m. on North Ave. between Oak Ave. and Eastern Ave.

Staff: Scott Skrycki

Date: June 8, 2017

Assistant to the Administrator

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 6/8/2017
Re: Ignite the Courage Right of Way Request

The Ignite the Courage (Formerly Pink Heels) is requesting a permit to allow for the closing of North Avenue between Oak Ave. and Eastern Ave, between the hours of 8:00 a.m. and 3:00 p.m. on Saturday, August 12, 2017.

The organization would like to feature live music, food trucks, car shows, and many other activities. The fest will be contained at Bartlett Park, and the road closure request is to accommodate the car show.

The police department has reviewed the closure, and the appropriate certificate of insurance has been submitted and approved by the Village attorney. A map is also attached.

Motion:

I move to approve the Right of Way request for the Ignite the Courage for an event on Saturday, August 12th at Bartlett Park, 102 N Eastern Ave.



234 N. Oak Ave
Bartlett, IL 60103
224.385.4572

IGNITETHECOURAGE.ORG

May 15, 2017

Village Board of Trustees
228 S. Main St
Bartlett, IL 60103

Dear Village Board of Trustees,

Bartlett firefighters have created their own charity this year named Ignite the Courage. Ignite the Courage is an Illinois non-profit 501(c) 3 charity organization. We will be hosting the Bartlett Summer Festival on August 12, 2017 at Bartlett Park. This event is our main fundraising event for the year. The fest will feature live music, food trucks, car show and many other activities. The fest will be contained to the open space at Bartlett Park but we were interested in using North Ave for the car show.

We are requesting to have North Ave closed down between Oak Ave and Eastern Ave. The car show will start at 9 a.m. and conclude at approximately 3 p.m. We would like to have North Ave closed down from 8 am until the conclusion of the awards ceremony at 3 p.m.

We will have personnel staged at both ends of the street to control barricades and ensure safety of all participants and spectators. Car show participants will enter off of Oak Ave and exit at Eastern Ave. Registration is open from 9 a.m. until noon. After 12 p.m., no more cars will be allowed into the car show area.

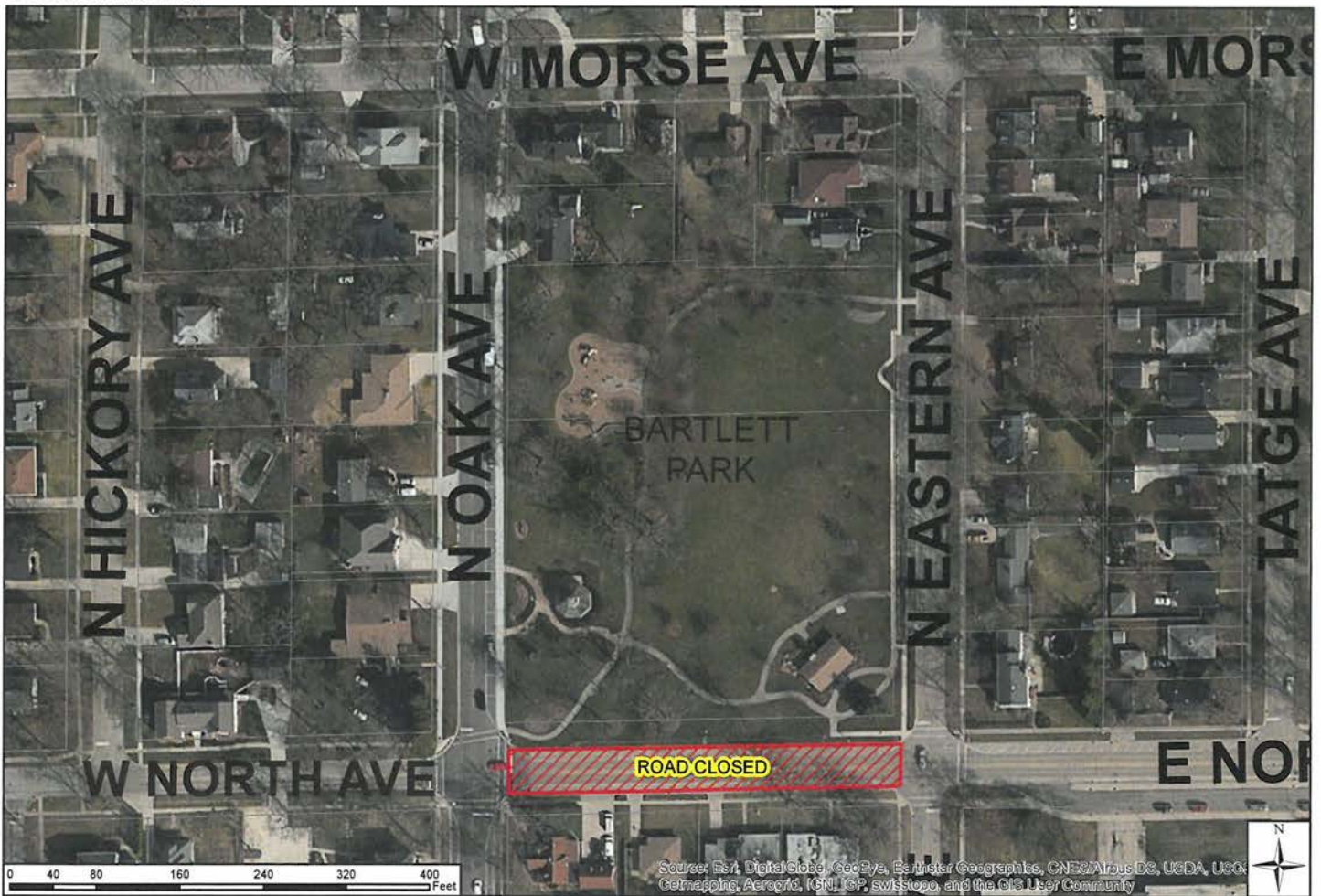
Thank you very much for taking the time to review our request. Please let me know if you have any questions.

Sincerely,

Nick McLeod
Event Director

Ignite The Courage
North Ave. between
Oak and Eastern

August 12, 2017
8:00am-3:00pm





IGNITHE-01

SANKA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2017

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.

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PRODUCER Bartlett Insurance Group 804 West Bartlett Road Bartlett, IL 60103	CONTACT NAME:			
	PHONE (A/C, No, Ext):	(630) 830-3232	FAX (A/C, No): (630) 830-3258	
INSURED Ignite the Courage 234 North Oak Avenue Bartlett, IL 60103	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Westbend			
	INSURER B :			
	INSURER C :			
	INSURER D :			
INSURER E :				
INSURER F :				

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A281103	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			A283303	08/12/2017	08/13/2018	Liquor Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ignite the Courage summer festival - Bartlett Park - 102 N Eastern Ave, Bartlett, IL 60103

Village of Bartlett and Bartlett Park District are included as additional insured regarding general liability for the Ignite the Courage summer festival including set up and tear down of the event.

CERTIFICATE HOLDER

Village of Bartlett
228 S. Main St.
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



Agenda Item Executive Summary

Item Name Platform 18 Restaurant Liquor License Committee or Board Board

BUDGET IMPACT

Amount: n/a

Budgeted

List what fund

EXECUTIVE SUMMARY

Section 3-3-15 of the Bartlett Liquor Control Ordinance provides that the liquor license of any licensee who has ceased to do business or closes its place of business for a period of more than thirty successive days shall lapse and be automatically forfeited.

The owners of Platform 18 Restaurant, located at 113 W. Railroad Ave. held a Class A liquor license. The restaurant ceased doing business and closed as a place of business on Mach 1, 2017. Platform 18 Restaurant has ceased doing business for more than thirty successive days and under our ordinance automatically forfeits their license.

The attached ordinance for your consideration adjusts the number of available licenses for the Class A license.

ATTACHMENTS (PLEASE LIST)

Memo

Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve Ordinance 2017 -___ , an ordinance amending section 3-3-2-1: A of the Bartlett Liquor Control Ordinance.

Staff: Paula Schumacher, Acting Village Administrator

Date: June 7 2017

Memorandum

To: Mayor Kevin Wallace, Liquor Commissioner
From: Paula Schumacher, Acting Village Administrator
Date: 6/1/2017
Re: Platform 18 Restaurant Liquor License

Section 3-3-15 of the Bartlett Liquor Control Ordinance provides that the liquor license of any licensee who has ceased to do business or closes its place of business for a period of more than thirty successive days shall lapse and be automatically forfeited.

The owners of Platform 18 located at 113 W. Railroad Avenue, held a Class A liquor license. The restaurant ceased doing business and closed as a place of business on March 1, 2017. Platform 18 Restaurant has ceased doing business for more than thirty successive days and under our ordinance automatically forfeits their license.

The Class A license allows for the retail sale of alcoholic liquors for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and Friday and Saturday from 8:00 a.m. to 2:00 a.m.

The attached ordinance for your consideration adjusts the number of available licenses for the Class A license.

ORDINANCE 2017-_____

**AN ORDINANCE AMENDING SECTION 3-3-2-1: CLASS A OF THE
BARTLETT LIQUOR CONTROL ORDINANCE**

WHEREAS, a liquor license issued under the Bartlett Liquor Control Ordinance is purely a personal privilege and is not transferable when a business holding such a liquor license is sold; and

WHEREAS, Section 3-3-15 of the Bartlett Liquor Control Ordinance provides that the liquor license of any licensee who has ceased to do business or closes its place of business for a period of more than thirty (30) successive days shall lapse and be automatically forfeited; and

WHEREAS, Downtown Bartlett Inc., d/b/a Platform 18 held a Class A liquor license from the Village for the retail sale of alcoholic liquor for use or consumption, but not for resale in any form on the premises in the; and

WHEREAS, Downtown Bartlett Inc., d/b/a Platform 18 ceased doing business and closed as a place of business on March 1, 2017 and has ceased doing business for more than thirty (30) successive days without permission from the Bartlett Local Liquor Control Commissioner; and

WHEREAS, the Class A liquor license heretofore issued to Downtown Bartlett Inc., d/b/a Platform 18 has lapsed and is automatically forfeited and terminated;

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 3-3-2-1: A shall be amended to read as follows:

3-3-2-1: A NUMBER ISSUED: THE NUMBER OF CLASS A
LICENSES SHALL BE LIMITED TO 11

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: EFFECIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED This 20th day of June 2017

APPROVED This 20th day of June 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Fourth of July Fireworks Display Request Committee or Board Board

BUDGET IMPACT			
<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		
EXECUTIVE SUMMARY			
<p>The Bartlett Fourth of July Committee is planning a fireworks display as part of the Fourth of July Festival.</p> <p>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 licenses and a map which shows where the fireworks are to be lit off from.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo Bartlett Fireworks Protection District Fireworks Display Permit Site Map Certificate of Liability Insurance Operator and Distributor License			
ACTION REQUESTED			

- For Discussion Only:
- Resolution:
- Ordinance:
- Motion

Motion: I move to approve the fireworks display for the Bartlett Fourth of July Committee for the 2017 Festival being held on July 4, 2017

Staff: Scott Skrycki Date: June 1, 2017
Assistant to the Administrator

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 5/31/2017
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 licenses 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 2017 festival, being held on July 4, 2017.

OFFICAL PERMIT COPY



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

Fire Prevention Permit #: 17-004

Date Issued: May 17, 2017 Expires: July 5, 2017

Event Date: July 4, 2017 Time: 9:00 pm—11:00 pm

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

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

Event: Bartlett Fourth of July Committee Annual Fireworks Display

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

Applicant: Les Mayhew - 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 1/11/2017



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) 3/20/2017

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.

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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 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: _____														
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : LM Ins Corp</td> <td></td> </tr> <tr> <td>INSURER C : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER D : Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : LM Ins Corp		INSURER C : Everest Indemnity Insurance Co.	10851	INSURER D : Maxum Indemnity Company	26743	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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COVERAGES CERTIFICATE NUMBER: 993963776 REVISION NUMBER:

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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			SI8ML00042-171	1/15/2017	1/15/2018	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 - COMP/OP 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 checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SI8CA00025-171	1/15/2017	1/15/2018	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	1/15/2017	1/15/2018	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			WC734S381029 (IL)	4/4/2017	4/4/2018	<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, 2017
 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
--	--



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.
P.O. Box 302
Kingsbury, IN 46345

IL06-OPF-00030

02/15/2018

License #

EXPIRATION DATE

Lawrence T. Matkaitis

OPF

Lawrence T. Matkaitis
STATE FIRE MARSHAL

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.



Agenda Item Executive Summary

Item Name 4th of July Parade Request Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Lions Club is hosting the annual Independence Day Parade on Sunday, July 2nd. The step off will be approximately 1:00 p.m. beginning at North and Oak and ending at Apple Orchard Community Park. The appropriate documents have been reviewed by the police department as well as the Village Attorney.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Letter, Certificate of Insurance, Map

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move to approve the parade permit requested by the Bartlett Lions Club for the Independence Day Parade on July 2, 2017.

Staff: Scott Skrycki Date: June 1, 2017
Assistant to the Administrator

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 6/5/2017
Re: Bartlett Lions Club Parade Request

The Bartlett Lions Club is requesting a parade permit for the Independence Weekend Parade on Sunday, July 2, 2017. The parade will begin at its traditional starting point at North and Oak Avenues and continue to Apple Orchard Community Park. Step off for the parade is at 1:00 p.m.

The appropriate certificate of insurance has been submitted by the Bartlett Lions Club and approved by the Village Attorney. A map of the route is also attached.

Motion

I move to approve the parade permit requested by the Bartlett Lions Club for the Independence Day Parade on July 2, 2017.

Bartlett Lions Club



We Serve

P.O. Box 8049
Bartlett, IL 60103
630-200-0217
www.bartlettlions.org



May 31, 2017

Village President
Village of Bartlett
228 Main Street
Bartlett, IL 60103

RE: Bartlett Lions 4th of July Celebration Parade

Dear President Wallace,

On Behalf of the Bartlett Lions Club and The Bartlett 4th of July Committee, we are requesting approval for the Sunday, July 2, 2017 Parade. The Parade will start on North Avenue and Oak Street and will proceed to South Bartlett Road and Stearns Road. The lineup for the parade starts around 11:00 A.M. to approximately 3:30 P.M. It will be the same route as previous parades. Insurance will be provided by Lions International, as in the past.

Sincerely Yours,

Lion Joanne Watson
Bartlett Lions Parade Chair
Bartlett Lions Club Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2017

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PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURED Bartlett Lions Club 1 J Bartlett Illinois	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 22667	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27856202	09/01/2016	09/01/2017	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 1,000,000 MED EXP (Any one person) § 5,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 10,000,000 PRODUCTS - COMP/OP AGG § 2,000,000 §
A	AUTOMOBILE LIABILITY <input 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			ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) § §
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE § §
	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 WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT § E L DISEASE - EA EMPLOYEE § E L DISEASE - POLICY LIMIT §

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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Bartlett Lions Club Parade July 2, 2017

Village of Bartlett, Bartlett Parks District, Bartlett 4th of July Committee is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured. PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

Village of Bartlett
228 S. Main Street
Bartlett Illinois 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



PARADE START

OAK AVE

S. MAIN ST

S. BARTLETT AVE

W. STEARNS RD

PARADE END

METRA/SOO LINE

E DEVON AVE

Commonwealth Edison Co

BARTLETT CEMETERY

CHURCH CT

BARTLETT PARK

BARTLETT SCHOOL

POLICE STATION
VILLAGE HALL

LEISEBERG PARK

WAYNE GROVE FOREST PRESERVE

BARTLETT COMMUNITY CENTER

BARTLETT PUBLIC LIBRARY

BARTLETT AQUATIC CENTER

ADMINISTRATION CENTER

APPLE ORCHARD WEST PARK

APPLE ORCHARD GOLF COURSE

APPLE ORCHARD COMMUNITY PARK

WINDING CREEK COMMONS

CENTENNIAL ELEMENTARY SCHOOL

CLARE WOODS ACADEMY

THE VILLAGE CHURCH OF BARTLETT

OAK GROVE PARK

WAYNE GROVE FOREST PRESERVE

DUXBURY LN

ROSELYN

CLOVER CT

OAKWOOD LN

RODWOOD LN

BROOKS DR

FRANCIS DR

FAIRVIEW LN

ARON CT

PIPPERS DR

MC CLELLAN ST

SHERMAN ST

SHERMAN CT

WALLACE ST

WALLACE CT

WALLACE CT

WALLACE CT

WALLACE CT

WALLACE CT

WALLACE CT

WALLACE CT

WALLACE CT

ST. PETER DAMIAN CATHOLIC CHURCH

ST. PETER DAMIAN CATHOLIC CHURCH

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Agenda Item Executive Summary

Item Name 4th of July Carnival License Application Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an application from North American Midway Entertainment on behalf of the Bartlett 4th of July Committee. They are requesting a permit to host a carnival at Apple Orchard Community Park June 30-July 4, 2017.

ATTACHMENTS (PLEASE LIST)

Memo, License Application, Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move to approve the carnival license application submitted by North American Midway Entertainment Company on behalf of the Bartlett 4th of July Committee for the operation of the carnival June 30, 2017 to July 4, 2017 .

Staff: Scott Skrycki Date: June 6, 2017
Assistant to the Administrator

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 6/6/2017
Re: 4th of July Carnival License Application

North American Midway Entertainment Company has submitted the carnival license application on behalf of the Bartlett 4th of July Committee. The carnival is planned for June 30, 2017- July 4, 2017 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 4th of July Committee for the operation of the carnival for June 30-July 4, 2017.

VILLAGE OF BARTLETT
CARNIVAL LICENSE APPLICATION

1. Business Name: North American Midway Entertainment
- New → 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: Fri June 30 - Tue July 4, 2017
- Hours of Operation: Fri 5:30-11, Sat 1-11, Sun 3-10; Mon 5:30-10, Tue 1-11
- 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>ARCTIC EXPRESS</u>	<u>ORBITER</u>	<u>ROCK STAR</u>
-----------------------	----------------	------------------

<u>ZERO GRAVITY</u>	<u>RING OF FIRE</u>	<u>YO YO</u>
---------------------	---------------------	--------------

<u>RAINBOW ROCK</u>	<u>CRYSTAL CASTLE</u>	<u>TILT A WHIRL</u>
---------------------	-----------------------	---------------------

<u>CAROUSEL</u>	<u>DRAGON WAGON</u>	<u>DUNE BUGGIES</u>
-----------------	---------------------	---------------------

<u>RESCUE BOATS</u>	<u>FUN SLIDE</u>	<u>MINI INDY</u>
---------------------	------------------	------------------

<u>BERRY GO ROUND</u>	<u>JUMBOS</u>	
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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 17 day of MAY, 2017

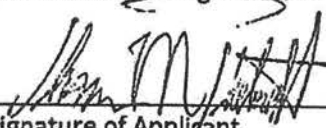


Notary Public



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 17 day of MAY, 2017



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2017

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 License # 0C36861 New York-Alliant Ins Svc Inc 320 West 57th St New York, NY 10019	CONTACT NAME: James Mallon PHONE (A/C, No, Ext): E-MAIL ADDRESS: jmallon@alliant.com FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>T.H.E. Insurance Company</td> <td>12866</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	T.H.E. Insurance Company	12866	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Astro Amusement Company North American Midway ENT 2200 W. Higgins Road, Ste 135 Hoffman Estates, IL 60169																					

COVERAGES **CERTIFICATE NUMBER:** **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP 0102256 07	12/20/2016	12/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Bartlett: Bartlett 4th of July Committee: Bartlett Park District as respects to the operations of the named insured

CERTIFICATE HOLDER Bartlett 4th Of July Committee Bartlett Park Dist. Village of Bartlett 228 S. Main Street 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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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 a dead tree in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue.

ATTACHMENTS (PLEASE LIST)

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

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion: Move to approve Resolution #2017-_____A Resolution Approving the Removal of a Dangerous Tree in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue.

Staff: Jim Plonczynski, Com Dev Director

Date: 6/8/2017

COMMUNITY DEVELOPMENT MEMORANDUM

17-080

DATE: June 8, 2017

TO: Paula Schumacher, Acting Village Administrator

FROM: Jim Plonczynski, CD Director

RE: **Heritage Oaks - Removal of dangerous tree at 371 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.

Mr. Olsta, the owner of 371 S. Hickory Avenue, has a dead tree within the Tree Preservation easement on his lot. He is requesting permission to remove the dangerous tree located within the fifty (50) foot Tree Preservation Easement. Sarah Perry, Village Forester inspected the tree on April 27, 2017 and determined that the dead tree represents an imminent hazard and should be removed as soon as possible (see attached email and pictures).

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

RESOLUTION 2017-

A RESOLUTION APPROVING THE REMOVAL OF A DANGEROUS TREE IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 371 S. HICKORY AVE.

WHEREAS, James Olsta (the "Owner") of the property at 371 S. Hickory Avenue has petitioned the Village of Bartlett to remove a dead tree within the Tree Preservation Easement on his lot, and

WHEREAS, the Village Forester has inspected the tree on the property and found that the tree has died and has recommended that dead tree be removed 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 dead tree located in the Tree Preservation Easement on Lot 3 of the Heritage Oaks Subdivision, 371 S. Hickory Avenue may be removed by the owner 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 20th day of June, 2017

APPROVED this 20th day of June, 2017

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 2017-_____ enacted on June 20, 2017 and approved on June 20, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

June 3, 2017

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

Attn: Village Board

To Whom It May Concern:

My name is James Olsta. I live with my wife Julia at 371 S. Hickory Ave., Bartlett, IL. Our lot is in the Heritage Oaks Tree Preservation Easement.

We have a large dead oak tree on our property in the northeast corner of the preservation easement. For safety reasons, we want to remove the limbs above the trunk. We had Sarah Perry, Village Arborist, to our home to inspect the tree and she agreed with our assessment.

We request permission for this work.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "James T. Olsta". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.

James Olsta

RECEIVED
COMMUNITY DEVELOPMENT

JUN 05 2017

VILLAGE OF
BARTLETT

Jim Plonczynski

From: Sarah Perry
Sent: Thursday, April 27, 2017 2:23 PM
To: Jim Plonczynski
Subject: Heritage Oaks Tree Preservation Area- Removal Request
Attachments: 371SHickory1.jpg; 371SHickory2.jpg

Hi Jim,

This afternoon I met with the resident at 371 S Hickory. He would like to remove a dead oak tree in the back corner of his lot that is within the Heritage Oaks Tree Preservation Area. I approve the removal of this tree, as the dead branches pose a threat to not only this resident's yard, but the neighboring lots as well. I have attached pictures of the tree in question.

Please let me know if you have any other questions.

Sarah Perry

Village Forester

The Village of Bartlett
Public Works
1150 Bittersweet Dr
Bartlett, IL 60103
Phone: (630) 837-0811
Fax: (630) 837-9043

From: Sarah Perry
Sent: Thursday, April 27, 2017 2:12 PM
To: Sarah Perry <sperry@vbartlett.org>
Subject: 371 S Hickory





LOCATION MAP

371 S. Hickory Ave.
PIN: 06-34-413-056



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, User Community



Agenda Item Executive Summary

Item Name Award Of Certain Trade Contracts In Connection Committee
 With New Police Facility - Bid Package #1 or Board Board

BUDGET IMPACT

Amount: \$4,493,979.00 Budgeted Yes

List what
fund Municipal Building Fund

EXECUTIVE SUMMARY

Attached is a resolution awarding certain trade contracts in connection with the new police facility.

ATTACHMENTS (PLEASE LIST)

Police Department Memo
Resolution
FQC Recommendation Letter
FQC Bid Tabulation

ACTION REQUESTED


- X Resolution
- X Motion

MOTION: I move the passage of Resolution 2017 - _____, A Resolution Awarding Certain Trade Contracts In Connection With New Police Facility.

Staff: Patrick Ullrich, Chief of Police Date: June 12, 2017
 Geoffrey Pretkelis, Deputy Chief of Police

POLICE DEPARTMENT MEMORANDUM

17-42

DATE: June 12, 2017
TO: Paula Schumacher, Acting Village Manager
FROM: Patrick Ullrich, Chief of Police 
RE: Award of Trade Contracts – Bid Package 1 for New Police Department

On November 15, 2016, the Village of Bartlett entered into an agreement with Frederick Quinn Corporation (FQC) to serve as the Village's construction manager for the Police Department's new building project.

On May 15, 2017, FQC announced it would be accepting sealed bids for the Village of Bartlett's new police facility work, with individual bid packages as follows; (#1-02) Building Demolition; (#1-03a) Cast-In-Place Concrete; (#1-03b) Precast Plank; (#1-04) Masonry; (#1-05a) Structural Steel Framing; (#1-05b) Cold Formed Metal Trusses; (#1-06) General Trades Remodeling; (#1-07) Waterproofing; (#1-14) Elevators; (#1-26) Electrical; (#1-31) Earthwork; (#1-33) Site Utilities.

The deadline to submit sealed bids was Thursday, June 7th, 2017 at 2:00 p.m. A public bid opening was held in the Village Hall Council Chambers on June 7th at 2:00 p.m. Our construction management firm, Frederick Quinn Corporation (FQC), publicly opened and announced each bid. A total of forty nine (49) bids were received for the twelve (12) bid packages listed above.

FQC reviewed all of the bid packages, tallied the bids, completed a bid tabulation, and ensured the lowest responsive and responsible bidder for each bid package provided the 10% bid bond and acknowledged the two (2) addenda to the bid package.

The total amount of the recommended trade contracts is \$4,493,979.00. FQC said this amount is within the overall project budget for the recommended Bid Package #1 trade contracts.

FQC submitted a recommendation letter regarding the bid awards for each of the twelve (12) bid packages. FQC is recommending the award of trade contracts to the low responsive and responsible bidder for each trade package and is seeking the Village's authorization to award the contracts.

With your approval, I recommend placing this resolution and recommended bid award letter on the June 20, 2017 Village Board Agenda for their consideration.

MOTION: I move the passage of Resolution 2017 - _____, A Resolution Awarding Certain Trade Contracts In Connection With New Police Facility.

RESOLUTION 2017 - _____

**A RESOLUTION AWARDING CERTAIN TRADE CONTRACTS
IN CONNECTION WITH NEW POLICE FACILITY**

WHEREAS, on or about November 15, 2016, the Village of Bartlett (the "Village") and Frederick Quinn Corporation ("FQC" or the "CMC") entered into a certain Agreement Between Owner and Construction Manager as Contractor (the "CMC Agreement") for the demolition of the existing Bartlett Police Department building (in phases) and the construction of a New Police Facility (in phases) (the "Project Work") as more fully set out in the CMC Agreement, to be built in accordance with certain plans prepared by Williams Architects (the "Architect") and its sub-consultants (the "Plans"); and

WHEREAS, the CMC recommended the Village put out for bid a portion of the Project Work, breaking the initial work into twelve (12) different trade packages, including:

1. Selective Demolition;
2. Cast in Place Concrete;
3. Pre-Cast Concrete;
4. Masonry;
5. Structural Steel;
6. Cold Formed Metal Trusses;
7. General Trades Remodeling;
8. Waterproofing;
9. Elevators;
10. Electrical;
11. Earthwork; and
12. Site Utilities;

(collectively, the "Initial Trade Packages"); and

WHEREAS, on June 7, 2017, forty-nine (49) different bids were received on that portion of the Project Work as broken down and included in the Initial Trade Packages; and

WHEREAS, FQC has issued a letter to the Village dated June 12, 2017, with a bid tab for each of the Initial Trade Packages, and has recommended the Village award the bids on the Initial Trade Packages portion of the Project Work to the lowest responsible and responsive bidders (with the exception of Alpine Excavation, one of the demolition work bidders that made an obvious error in connection with its bid) (the "CMC 6/12/17 Bid Award Recommendation Letter"); and

WHEREAS, the CMC Agreement provides that FQC, as the Construction Manager Constructor, will take an assignment of contracts from the Owner or enter into subcontracts with each of the lowest responsible and responsive trade contractors/

subcontractors meeting the minimum prequalification standards established before the contracts are awarded;

WHEREAS, FQC and the Village staff are recommending to the Village Board that it award the bids on the Initial Trade Packages Work to the respective lowest responsible and responsive bidders as set forth in the CMC 6/12/17 Bid Award Recommendation Letter, and authorize FQC to enter a subcontract with each trade contractor/subcontractor that is awarded a bid;

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

SECTION ONE: That the Corporate Authorities hereby accept the recommendation of Frederick Quinn Corporation (“FQC”), the Construction Manager Constructor, as set forth in the CMC 6/12/17 Bid Award Recommendation Letter attached hereto as Exhibit A, and authorize and direct the Acting Village Administrator to sign the said CMC 6/12/17 Bid Award Recommendation Letter on behalf of the Village.

SECTION TWO: That the bids for the Initial Trade Packages portion of the Project Work are hereby awarded to the following bidders/trade contractors as the lowest responsible and responsive bidders at the price set opposite said bidder/trade contractor’s name:

	<u>Bid Package Description</u>	<u>Bid Package #</u>	<u>Bidder/Trade Contractor</u>	<u>Contract Sum</u>
1.	Selective Demolition	#1-02	Heneghan Wrecking Co.	\$ 177,800.00
2.	Cast in Place Concrete	#1-03a	DeGraf Concrete Construction, Inc.	1,191,000.00
3.	Pre-Cast Concrete	#1-03b	Mid-States Concrete Industries, LLC	39,908.00
4.	Masonry	#1-04	Iwanski Masonry, Inc.	1690900.00
5.	Structural Steel	#1-05a	Steelfab, Inc.	897,000.00
6.	Cold Formed Metal Trusses	#105b	CCL Corporation	381,940.00
7.	General Trades Remodeling	#1-06	Efraim Carlson & Son	219,565.00
8.	Waterproofing	#1-07	Sager Sealants Corporation	106,519.00
9.	Elevators	#1-14	Schindler Elevator Corporation	175,000.00
10.	Electrical	#1-26	Public Electrical Contractors, Inc.	264,900.00
11.	Earthwork	#1-31	Kane County Excavating	693,847.00
12.	Site Utilities	#1-33	S & K Excavating & Trucking, Inc.	<u>177,500.00</u>
	Trade Contract Bids Awarded			\$4,493,979.00

SECTION THREE: That Frederick Quinn Corporation is authorized and directed to enter into a subcontract with each of the lowest responsible and responsive bidders/trade contractors awarded the bid in Section Two of this Resolution, at the Contract Sum set forth opposite its name in said Section Two:

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles



June 12, 2017

Geoff Pretkelis – Deputy Chief
Bartlett Police Department
228 S. Main Street
Bartlett, IL 60103

RE: New Bartlett Police Facility
Recommendations for BP#1
FQC #507

Dear Chief Pretkelis:

On June 7, 2017, bids were received for twelve (12) trade packages with a total of Forty-Nine (49) individual bids received. The purpose of this letter is to provide a summary of the bids received and to recommend award of trade contracts to low responsive, responsible contractors for their respective bid packages.

The attached bid tabulations detail all the bids received as read at bid opening. Subsequent to the receipt of bids, scope review meetings were held with the apparent low bidders by FQC for each bid package. FQC is recommending award of trade contracts to the low responsive and responsible bidder. The summary which follows provides details of the factors determining responsiveness and responsibility. Additionally, the summary details any irregularities in the bidding process that were considered during the bid review and award recommendation process. The summary and award recommendations are as follows:

1. Bid Package #1-02 – Selective Demolition: A total of eight (8) bids were received, the low as read bidder, was Alpine Demolition of St. Charles, IL, but has requested that their bid be withdrawn without penalty due to an error in the preparation of their bid. Attached is a letter from Alpine Demolition requesting relief from honoring their bid and return of their bid bond. The contract documents provide an opportunity for bidders to request release from their bid in the event of a bid error. The Board retains the right to release these contractors from their bid, to oblige them to perform the work, or to seek relief from the bidders bid bond. FQC has reviewed the scope of the work with the contractor and we agree that errors were made in the preparation of their bid. Obliging this contractor to perform the work would be detrimental to execution of the overall project. Finally, the final relief available from the contractors bid bond would likely be exceeded by the cost of recovering the relief. Therefore, we recommend that Alpine Demolition be released from honoring their bid without penalty. Assuming the Village of Bartlett releases Alpine Demolition from honoring their bid, Heneghan Wrecking Co., of Chicago, IL, is the low responsive and responsible bidder and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-02 be awarded to Heneghan Wrecking Co. for the base bid amount of One Hundred Seventy-Seven Thousand Eight Hundred Dollars (\$177,800.00).**
2. Bid Package #1-03a – Cast IN Place Concrete: A total of six (6) bids were received, DeGraf Concrete Construction, Inc., of Wheeling, IL, is the low responsive and responsible bidder, and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-03a be awarded to DeGraf Concrete Construction Inc., for the base bid amount of One Million, One Hundred Ninety-One Thousand Dollars (\$1,191,000.00).**
3. Bid Package #1-03b – Pre-Cast Concrete: A total of two (2) bids were received, Mid-States Concrete Industries, LLC, of South Beloit, IL, is the low responsive and responsible bidder, and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-03b be awarded to Mid-States Concrete Industries, LLC for the base bid amount of Thirty-Nine Thousand Nine Hundred Eight Dollars (\$39,908.00).**

4. Bid Package #1-04 – Masonry: A total of six (6) bids were received, Iwanski Masonry, Inc. of Lombard, IL is the low responsive and responsible bidder, and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-04 be awarded to Iwanski Masonry, Inc., for the base bid for the base bid amount of One Hundred Sixty-Nine Thousand Dollars (\$169,000.00).**
5. Bid Package #1-05a – Structural Steel: A total of two (2) bids were received, Steelfab, Inc., of Kankakee, IL, is the low responsive and responsible bidder, and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-05a be awarded to Steelfab, Inc., for the base bid of Eight Hundred Ninety-Seven Thousand Dollars (\$897,000.00).**
6. Bid Package #1-05b – Cold Formed Metal Trusses: A total of two (2) bids were received, CCL Corporation of Joliet, IL, is the low responsive and responsible bidder, and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-05b be awarded to CCL Corporation, for the base bid of Three Hundred Eighty-One Thousand Nine Hundred Forty Dollars (\$381,940.00).**
7. Bid Package #1-06 – General Trades Remodeling: A total of three (3) bids were received, Efraim Carlson & Son, is the low responsible and responsive bidder and includes the entire scope per the bid documents. **We recommend that BP #1-06 be awarded to Efraim Carlson & Son for the base bid amount of Two Hundred Nineteen Thousand Five Hundred Sixty-Five Dollars (\$219,565.00).**
8. Bid Package #1-07 – Waterproofing: One (1) bid was received. Sager Sealant Corporation of LaGrange, IL, is the low responsible and responsive bidder and includes the entire scope per the bid documents. There are no irregularities with the bid provided. **We recommend that BP #1-07 be awarded to Sager Sealants Corporation for the base bid amount of One Hundred Six Thousand Five Hundred Nineteen Dollars (\$106,519.00).**
9. Bid Package #1-14 – Elevators: A total of two (2) bids were received. Schindler Elevator Corporation of Elmhurst, IL, is the low responsible and responsive bidder and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-14 be awarded to Schindler Elevator Corporation for the base bid amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00).**
10. Bid Package #1-26 – Electrical: A total of four (4) bids were received. Public Electric Contractors, Inc, of Wheeling, IL, is the low responsible and responsive bidder and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-26 be awarded to Public Electrical Contractors Inc. for the base bid amount of Two Hundred Sixty-Four Thousand Nine Hundred Dollars (\$264,900.00).**
11. Bid Package #1-31 – Earthwork: A total of seven (7) bids were received. Kane County Excavating of St. Charles, IL, is the low responsible and responsive bidder and includes the entire scope per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-31 be awarded to Kane County Excavating for the base bid amount of Six Hundred Ninety-Three Thousand Eight Hundred Forty-Seven Dollars (\$693,847.00).**
12. Bid Package #1-33 – Site Utilities: A total of six (6) bids were received. S & K Excavating & Trucking, Inc., of Newark, IL, is the responsive and responsible bidder and includes the entire scope of the work per the bid documents. There are no irregularities with the bid presented. **We recommend that BP #1-33 be awarded to S & K Excavating & Trucking Inc for the base bid of One Hundred Seventy-Seven Thousand Five Hundred Dollars (\$177,500.00).**

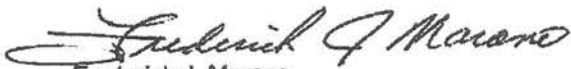
Geoff Pretkelis
Bartlett Police Department
June 12, 2017
Page 3

Total amount of the above recommended trade contracts is \$4,493,979.00. This amount is within the overall project budget amount for the recommended bid Package #1 trade contracts. With these awards, the overall project maintains a contingency of 4.6%.

If the above meets with your approval, please sign and return one copy of this correspondence indicating your acceptance. Upon receipt of your approval, Frederick Quinn Corporation will enter contracts with the approved trade contractors.

Sincerely,

FREDERICK QUINN CORPORATION



Frederick J. Marano
Executive Vice President / Estimating

CC: Patrick Ullrich / Bartlett Police Department
Paula Schumacher / Village of Bartlett
Bryan Mraz / Village Attorney
Jack Hayes / FQC
John Eallonardo / FQC
File / FQC

ACCEPTANCE: _____ Date: _____



DBE/WBE/FBE certified

June 8, 2017

Fred Marano
FQC CONSTRUCTION MANAGEMENT
103 South Church St.
Addison, IL 60101

**Re: Demolition for Bartlett Police Facility BP#1-02
228 S. Main St., Bartlett, IL**

Dear Mr. Marano,

Alpine Demolition Services, LLC (Alpine) is requesting to withdraw our bid on the above project.

Phase 2 building demolition was not included in the bid.

Please contact me with any questions and we apologize for any inconvenience.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Karsten Pawlik".

Karsten D. Pawlik
V.P. of Operations

Frederick Quinn Corporation

Bid Tally

Trade: BP#1-02 Structural Demolition
 Project: Village of Bartlett-New Police Facility
 FQC #507
 6.7.17

	Subcontractor	Base Bid	Addenda #	Addenda #	10% Bid Bond	Certs. (5)	Qual. Form
1	American Demolition Corporation, Elgin	\$323,100.00	X	X	X	X	X
2	Midwest Wrecking Company, South Elgin	\$255,550.00	X	X	X	X	X
3	Robinette Demolition, Inc., Oakbrook Terrace	\$273,600.00	X	X	X	X	X
4	Break Thru Enterprises, Inc., Lombard	\$238,648.00	X	X	X	X	X
5	Alpine Demolition Services, St. Charles	\$107,000.00	X	X	X	X	X
6	Heneghan Wrecking Company, Inc., Chicago	\$177,800.00	X	X	X	X	X
7	Alliance Concrete Sawing, East Dundee	\$299,000.00	X	X	X	X	X
8	USD LLC, Chicago	\$189,000.00	X	X	X	X	X
9							
10							

Frederick Quinn Corporation

Bid Tally

Trade: BP#1-03b Precast Concrete Plank

Project: Village of Bartlett-New Police Facility

FQC #507

6.7.17

	Subcontractor	Base Bid	Addenda #1	Addenda #2	10% Bid Bond	Certs. (5)	Qual. Form
1	StresCore, Inc., South Bend	\$41,735.00	X	X	X	X	X
2	Mid-States Concrete Industries, LLC, South Beloit	\$39,908.00	X	X	X	X	X
3							
4							
5							
6							
7							
8							
9							
10							

Frederick Quinn Corporation

Bid Tally

Trade: BP#1-07 Waterproofing
 Project: Village of Bartlett-New Police Facility
 FQC #607
 6.7.17

	Subcontractor	Base Bid	Addenda #1	Addenda #2	10% Bid Bond	Certs. (5)	Qual. Form
1	Sager Sealant Corporation, LaGrange	\$106,519.00	X	X	X	X	X
2							
3							
4							
5							
6							
7							
8							
9							
10							

Frederick Quinn Corporation

Bid Tally

Trade: BP#1-26 Electrical
 Project: Village of Bartlett-New Police Facility
 FQC #507
 6.7.17

	Subcontractor	Base Bid	Addenda #1	Addenda #2	10% Bid Bond	Certs. (5)	Qual. Form
1	Associated Electrical Contractors Inc., Woodstock	\$368,000.00	X	X	X	X	X
2	Public Electrical Construction Company, Wheeling	\$264,900.00	X	X	X	X	X
3	Valley Electrical Contractors, Oswego	\$414,400.00	X	X	X	X	X
4	Connelly Electric Co., Addison	\$418,700.00	X	X	X	X	X
5							
6							
7							
8							
9							
10							



Agenda Item Executive Summary

Item Name Radio System Design-Build, Equipment and
Installation Agreement Committee
or Board Village Board

BUDGET IMPACT

Amount: \$98,271.89

Budgeted

\$100,000 as part of the new
police department facility
project

List what
fund

Municipal Building Fund

EXECUTIVE SUMMARY

Attached is a Resolution approving of the Radio System Design-Build, Equipment and Installation Agreement Between the Village of Bartlett and Chicago Communications LLC for the New Police Facility.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum

Resolution

Village of Bartlett Radio System Design-Build, Equipment and Installation Agreement

Chicago Communications LLC's Proposal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

Motion: I move to approve Resolution 2017- _____, a Resolution Approving of the Radio System Design-Build, Equipment and Installation Agreement Between the Village of Bartlett and Chicago Communications LLC for the New Police Facility.

Staff: Patrick B. Ullrich, Chief of Police

Date: June 12, 2017

Geoffrey Pretkelis, Deputy Chief of Police

POLICE DEPARTMENT MEMORANDUM
17-44

DATE: June 12, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Patrick B. Ullrich, Chief of Police
RE: Radio System Design-Build, Equipment and Installation Agreement

On March 17, 2017, the Village advertised the Notice of Combined Request for Qualifications and Request for Proposals (“RFQ/RFP”) for Design-Build Installation of Radio Systems and Bi-Directional Amplifier Services in Connection with New Phased Bartlett Police Facility Project. The Statements of Qualification submissions were due no later than March 31, 2017 at 3:00 PM and were sent to the attention of the Village Clerk. Only one response was received and it was from Chicago Communications LLC.

On May 19, 2017, Chicago Communications LLC submitted its technical information and cost proposal of \$98,271.89 for the project. After evaluating its proposal, responsiveness, and cost, I recommend Chicago Communications LLC to be selected as the vendor for the design-build installation of radio systems and bi-directional amplifier services in connection with the new phased Bartlett Police facility project. Chicago Communications LLC is expected to complete the project in two different phases and will begin working with the project architect, Williams Architects, and the construction manager, Frederick Quinn Corp., shortly after the resolution and agreement are passed and approved.

With your approval, I recommend placing this resolution and agreement on the June 20, 2017 Village Board Agenda for their consideration.

Motion: I move to approve Resolution 2017- _____, a Resolution Approving of the Earth Retention System Design and Installation Agreement between the Village of Bartlett and Hayward Baker, Inc.

PBU/hma

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE RADIO SYSTEM DESIGN-BUILD,
EQUIPMENT AND INSTALLATION AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND CHICAGO COMMUNICATIONS LLC FOR THE NEW 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 Radio System Design-Build, Equipment and Installation Agreement dated June 20, 2017, between Chicago Communications LLC and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved subject to such minor modifications as deemed necessary and acceptable to the Village Attorney.

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

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

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

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

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

VILLAGE OF BARTLETT

RADIO SYSTEM DESIGN-BUILD, EQUIPMENT AND INSTALLATION AGREEMENT

This Radio System Design-Build, Equipment and Installation Agreement (this "Agreement" or "the Agreement") is entered June 20, 2017, between the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village" or the "Owner") and CHICAGO COMMUNICATIONS LLC (the "Contractor") (collectively, the "Parties").

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

1. Definitions.

- A. **"Project Work"** shall mean: Furnish design services, construction, installation and testing of radio communications systems, STARCOM 21 700/800 MHz bi-directional amplifier system and cellular amplification for the Owner's new Police Facility described in the RFQ/RFP under the heading **"Project Description"**, and under the term the **"Project Scope"** described in the RFQ/RFP, and as described in the Statements of Work and Equipment Lists set forth in the Proposal (hereinafter defined).
- B. **Contract Documents.** The Contract Documents shall mean:
- (i) The Combined Request for Qualifications and Request for Proposals ("RFQ/RFP") for Design-Build Installation of Radio Systems and Bi-Direction Amplifiers Services in Connection with New Phased Bartlett Police Facility Project dated March 15, 2017, including the Police Facility Floor Plans prepared by Williams Architects referenced therein, and the other Exhibits and Attachments thereto.
 - (ii) Addendum #1.
 - (iii) Proposal of Chicago Communications LLC dated May 19, 2017 (the "Proposal"), including:
 - a. Chicago Communications LLC Village of Bartlett 228 S. Main Street, 2017 Carrier & Starcom DAS, Statement of Work.
 - b. Chicago Communications LLC Starcom 700/800 MHz DAS system 1st, 2nd and lower levels, including Equipment List and price proposal for Starcom DAS Portion dated May 19, 2017.
 - c. Chicago Communications LLC Village of Bartlett Radio Equipment Move—Statement of Work.

- d. Chicago Communications LLC Tone Remote Radio Desk sets/Equipment Move Option 1, including Equipment List and price proposal for Option 1 dated May 19, 2017.
- e. Chicago Communications LLC Cellular Communications Bi-Directional Amplification System Preliminary Carrier Verizon DAS, including Equipment List and price proposal dated May 19, 2017
- f. Chicago Communication LLC Standard Terms and Conditions of Sale (the "CC Terms and Conditions").

Subparagraphs a. through f. of paragraph B.(iii) are hereinafter collectively referred to as the "Proposal".

(iv) This Radio System Design-Build, Equipment and Installation Agreement.

2. Conflicts Between Documents. There are certain conflicting provisions between the RFQ/RFP, the Proposal and this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the Proposal, the terms and conditions of this Agreement shall control, to the extent that any such terms expressly conflict, otherwise, the terms and conditions set forth in the Proposal and in this Agreement shall be read together and shall constitute the Agreement.

3. Modifications to the CC Terms and Conditions.

- A. Delete the last sentence of paragraph 1 of the CC Terms and Conditions under the heading "Scope", beginning with "Only these terms" . . . and ending with . . . "or Customer solicitation".
- B. At the end of the third sentence in paragraph 2 of the CC Terms and Conditions, after . . . "within 30 days of the invoice date" add "provided Seller has satisfied the **Payment Requirements** set forth in paragraph 10.5 of the Agreement."
- C. Delete the fifth sentence of paragraph 2 of the CC Terms and Conditions beginning with "Title and risk" . . . and ending with . . . "upon shipment" and replace it with the following sentence: "Title and risk of loss to equipment or parts will pass to Customer upon delivery of equipment or parts to the Customer job site."
- D. At the end of paragraph 2 of the CC Terms and Conditions, modify the percentages of Standard Payments Terms as follows:
 - 25% - At Time of Contract
 - 25% - Upon Delivery
 - 25% - Upon Installation of Phase 1
 - 15% - Upon Installation of Phase 2
 - 10% - Upon System Acceptance or Beneficial Use
- E. In paragraph 5 of the CC Terms and Conditions under the heading "Structural Standards" in the first sentence, delete "if required" and replace with "if reasonably

required and requested in writing by Seller”; and at the end of the third sentence of that paragraph 5, delete the word “warrant” and replace with “represents”; and at the end of that sentence after “within documented design capabilities” add “to the extent Seller has furnished Customer with the new tower and new equipment weights and design capabilities.”

- F. In paragraph 6 of the CC Terms and Conditions, under the heading “Delays and Disputes” delete the following sentence: “In the event negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally in the mediation costs.”
- G. In paragraph 8 of the CC Terms and Conditions under the heading “Confidential Information and Preservation of Proprietary Rights” in the first sentence after . . . “the receiving party will maintain the confidentiality of such information and not disclose it to any third party” add “except to the extent required by a lawful subpoena or otherwise required by law,”.
- H. Add the following new paragraph 12 at the end of the CC Terms and Conditions:

“12. Modified by the Terms of Agreement. The terms and provisions of the CC Terms and Conditions are modified by the terms and provisions of the Village of Bartlett Radio System Design-Build, Equipment and Installation Agreement.”

4. Intentionally Omitted.

- 5. **Contract Sum and Payment Terms.** The contract sum for the Project Work is \$98,271.89 (the “Contract Sum”), exclusive of applicable freight charge to the extent excepted in the Proposal. The Contract Sum includes all costs attributable to the Project Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, shop drawings, as built drawings, testing, removal and disposal of construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.
- 6. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by Contractor and Contractor’s Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Bartlett Ordinances, including but not limited to the Village of Bartlett Building Codes and Stormwater Ordinances, with the most stringent standards governing (collectively, the “Laws”). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney’s fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work, including but not limited to products liability claims. This obligation shall survive the expiration and/or termination of this Agreement.

7. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.
8. **Taxes.** The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.
9. **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 Completion Date, or (iii) material changes in the 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 to the Completion Date by a total of thirty (30) days or more, that the Village President and Board of Trustees (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, Completion Date or material change in the Project Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Completion Date shall be made by the Acting Village Administrator.

10. Other Requirements of Contractor.

- 10.1. **Insurance and Indemnification.** The Contractor shall be required to procure and maintain insurance as follows:
- A. **Insurance Requirements of Contractor.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the Contract and/or the products and materials supplied to the Village. The cost of such insurance shall be borne by the Contractor. Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL") coverage shall be at least as broad as Insurance Services 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 not less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate

limit shall apply separately to this project/locations (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Service Office Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$1,000,000.
 3. Worker's Compensation Insurance as required by the State of Illinois with statutory limits and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury and disease.
 4. Professional Liability Insurance with limits no less than \$1,000,000 per occurrence claim, and \$2,000,000 policy aggregate.
- 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 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. Self-Insurance Retentions. Self-insurance retentions be declared to and approved by the Village. At the option of the Village, either: the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide that the self-insurance retention may be satisfied by either the named insured or the Village.
- D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. 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, and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, and CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used.
 2. Primary Coverage. For any claims related to the contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CB 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 excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Village.
 4. 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.
 - E. Verification of Coverage. Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 all required insurance policies, including endorsements required by these specifications, at any time.
 - F. Waiver of Subrogation. Contractor hereby grants to the 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.
- 10.2. Indemnification.** The Contractor shall protect, indemnify, hold and save harmless and defend the Village, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Village against any and all liability, claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of any lawsuit or claim for damages arising in favor of any person, including the employers or officers or independent contractors or subcontractors of the Contractor, or the Village on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or result directly or indirectly from the performance of work under this Agreement or the failure to comply with any of its obligations contained in this Agreement except such loss or damage caused by the sole negligence, active negligence or willful misconduct of the Village.
- 10.3. Performance and Payment Bonds.** The Contractor shall be required to purchase and maintain a performance bond and a labor and material payment bond in an amount equal to 110% of its total Contract Sum set forth in the Proposal to perform all design, engineering, labor, construction and installation work to complete the radio systems and bi-directional amplifiers and equipment. The Contractor shall use AIA-312 Forms (2010) or other form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a 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 as primary obligee (the "Performance and Payment Bond") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the

Contract, and the payment of all labor and materials furnished for the Work, and any warranty work including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bond shall be included in the Contract Sum.

10.4. Prevailing Wages. All laborers, workers and mechanics employed by the Contractor or by any of its subcontractors performing any of the Work and/or any 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") for Cook County, the county in which the Project Work will be performed. The Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. The IDOL Prevailing Wage rates for Cook County dated June 5, 2017 are expressly incorporated herein by reference; however, any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of this Agreement shall be at the expense of Seller/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 and each of its subcontractors shall be responsible to maintain accurate records as required under the Act, and shall be 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, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. 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. Said revised prevailing wage rates are available at IDOL's website:
<http://www.state.il.us/agency/idol/rates/rates.HTM>.

10.5 Payment Requirements.

10.5.1 Notwithstanding any contrary provisions in the Proposal, Contractor shall provide periodic invoices as provided in paragraph 2 of the CC Terms and Conditions (as modified) to the Village throughout the Project Work. It shall be a condition precedent to the Village's obligation to make periodic progress payment that the Contractor shall have submitted to the Village, not less than seven (7) days prior to the first of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Progress Payment Documents":

- (i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Village and/or the Architect may require, such as copies of requisitions from material suppliers. Payments

shall be further reduced by such additional amounts as the Architect and/or the Village determines for non-conforming work and unsettled claims.

- (ii) A General Contractor's Sworn Statement.
- (iii) Except for the 25% paid at the time of Contract, current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the BDA core equipment portion of the Project Work and from all material suppliers that supplied material in connection with the Project Work covering such period. With the second draw, Contractor shall furnish trailing partial waivers of lien from the applicable material suppliers evidencing payment toward the Equipment and materials furnished to the job site.
- (iv) All of the Progress Payment Documents shall be sworn to and notarized.
- (v) Such additional documentation and/or information requested by the Village and/or the Architect relative to said payment and/or as otherwise required under the Contract Documents.
- (vi) Certified Payrolls (defined below).

10.5.2 Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

- (i) Updated final statement, accounting for final changes to the Contract Sum.
- (ii) Consent of Surety to Final Payment.
- (iii) General Contractor's Sworn Statement and current final lien waivers from:
 - (a) Contractor, (b) all subcontractors of every tier that furnished labor and/or materials in connection with the BDA core equipment portion of the Project Work, and (c) all suppliers that furnished materials and/or equipment in connection with the BDA core equipment portion of the Project Work, together with the Contractor's statement under oath that all other materials have been bought on bulk and/or have been furnished from the Contractor's fully paid stock.
- (iv) Certified Payrolls and such other documentation required under the Contract Documents and/or required by the Village and/or Architect.

Items 10.5.2 (i) through (iv) are collectively referred to as the "Final Payment Request Documentation".

10.5.3 It shall be a condition precedent to final payment required by the Village hereunder that the Village and the Architect have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions of the Contract. The Village shall deduct from the final payment hereunder amounts as determined for

incomplete Work, including but not limited to, 110% of the value of the punch list work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.

10.5.4 Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

10.5.5 In the event the Contractor, the Village and/or the Architect is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claims. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court, or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

10.5.6 It shall also be a condition precedent to any payment hereunder that the Contractor and each of its subcontractors must complete and submit certified payrolls to the Village covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, *et seq.*) using forms furnished by the Illinois Department of Labor (IDOL) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

11. Delays in Project Work. Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time. If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

12. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site and/or any other property owned, leased or controlled by the Village (collectively, "Subject Property") by Contractor and/or Contractor's Agents. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up

and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

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

- 13. Default.** In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including the recovery of all costs and its reasonable attorney's fees, subject to the limitations set forth in paragraph 14.
- 14. 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.
- 15. 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.
- 16. 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.

17. Relationship of the Parties.

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

18. 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:

- A. 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.
- B. 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

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

19. Intentionally Omitted.

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

21. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

22. 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 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.

23. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:
Chicago Communications LLC
200 West Spangler Avenue
Elmhurst, Illinois, 60126
Attention: _____
Fax: 630-832-7599

If to Architect:
Williams Associates Architects, Ltd.
500 Park Boulevard – Suite 800
Itasca, Illinois, 60143
Attention: Mark Bushhouse
Fax: 630-221-1220

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Deputy Chief Geoff Pretkelis
Fax: 630-837-0865

If to the Construction Manager:
Frederick Quinn Corporation
103 South Church Street
Addison, Illinois, 60101
Attention: Jack Hayes
Fax: 630-628-8595

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

24. Miscellaneous.

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

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

VILLAGE OF BARTLETT

CHICAGO COMMUNICATIONS LLC

By: _____
Kevin Wallace, Village President

By: _____
Name: _____
Title: Manager

Attest:

By: _____
Lorna Gilles, Village Clerk

**Village of Bartlett
228 S. Main Street**

2017 Carrier & Starcom DAS

Statement of Work

Purpose

It is the intent of Chicago Communications LLC prior to the contract award and during the period of negotiations to fully document this Statement of Work (SOW) to be self-contained and become a significant Exhibit in the ensuing agreed-upon Contract. Any work or equipment not specified within this Statement of Work and/or Bill of Materials is considered to be outside the scope of this proposed project and will require a change order to complete.

Detailed equipment and/or specifications and system layouts will be available upon contract approval. These attachments, provided by CHICOMM and other companies, may be technical product sheets, special narratives, printed brochures, or other printed matter, which clearly delineate technical parameters describing the equipment and software comprising this communications system.

CHICOMM will be the prime contractor for the supply of two independent distributed antenna systems (DAS) to improve coverage within the new facility for both Starcom 700/800MHz frequencies and a Verizon carrier DAS. These systems will provide enhanced in-building coverage for both services in areas found to be deficient in coverage. These areas are to be specifically identified once an RF coverage study is completed at the time the building is substantially enclosed.

Quality and Standards of Work

Chicago Communications LLC's commitment to quality is based on our fundamental objective of customer satisfaction, and our attention to safety requirements. Your customer satisfaction is monitored and reported by the Project Manager to Chicago Communications LLC management through periodic surveys regarding project team performance, and through a post acceptance audit of both system users and the authorities having jurisdiction. As a major quality assurance step, Chicago Communications LLC management also holds quarterly, project quality reviews to evaluate conformance and improvement in the project plan. This review evaluates all aspects of the project and the progress toward team deliverables to you, our valued customer.

Chicago Communications LLC will comply with all applicable local and national safety requirements in the installation of all Chicago Communications LLC supplied equipment. Chicago Communications LLC requests that the assigned village Project Manager advise Chicago Communications LLC personnel of any unique safety precautions that should be observed while working on property, as they apply. All work shall be performed in a manner consistent with high-quality commercial practices, in accordance with Chicago Communications LLC's quality standards for fixed equipment installations, and all applicable manufacturers' installation and maintenance procedures. All equipment and material being furnished for this project shall be new and will meet the minimum high quality requirements set forth by Chicago Communications LLC.

Installation Overview

Chicago Communications LLC will commence equipment installation work after the villages designated Project Manager has supplied Chicago Communications LLC with notice to proceed to install the equipment in all areas in scope. A notice to proceed will be based on two factors:

1. Site Readiness to pass Chicago Communications LLC and customer inspections.
2. Equipment layout approval for the site by the village's and/or General Contractor Project Manager's

After a notice to proceed is received, Chicago Communications LLC and owners subcontractors if applicable will coordinate with the Project Manager on site access requirements prior to commencing installation at the site. Chicago Communications LLC or installer designee's will install equipment described in previously submitted BOM and as denoted on our design drawings.

Installation

The purpose of this installation is for the in-building enhancement of the following frequencies in specific interior areas of the facility, that will be determined at time of our on site evaluation.

Starcom - 700/800 MHz Public Safety.
Verizon - 700 LTE, 850 Cellular, 1900 PCS & 2100 AWS as may be required

Each respective and independent system consists of the following: Since the new building will be delivered and occupied in two (2) phases the installation and commissioning of the two DAS systems will be done accordingly.

Phase 1:

- ❖ (1) Head end bi-directional amplifier's (BDA) per DAS. One of these is 700/800MHz Public Safety for Starcom. The other a quad-band BDA for Verizon. Each BDA will than feed its independent coaxial infrastructure, distributing these services throughout areas in need of enhancement. Presently, the head end for both services is proposed to be located in the 2nd floor, Room #232.
- ❖ The installation of (1) outdoor antennas per service, feeding each respective head end BDA as our off air interface to the public safety and carrier networks.

Phase 1 & 2:

Phase 1 will consist of the antennas and cabling, as shown on our drawings, required to cover section 3 – 8 of the Lower Level, First Floor and Upper Lever of the architect's floor plans.

Phase 2 will consist of the antennas and cabling, as shown on our drawings, required to cover sections 1 – 3 of the First Floor of the architect's floor plans.

- ❖ These amplifiers will feed 2 independent, ½" coaxial antenna networks within the facility. All coaxial cabling, being installed per typical industry standards, using exiting pathways and/or cable trays, where applicable.
- ❖ There will be 24 antennas total, 12 for the Starcom DAS, 12 for the carrier DAS, fed by this coaxial cabling, redistributing signal where needed within the interior of the facility. All in-building antennas

will be exposed and affixed to the visible side of the ceiling tiles. All antennas are white in color and are dome shaped.

- ❖ For the purposes of this installation, it will be presumed all head end AC power and wall space, and accessible cable pathways are available throughout.

Licensing – Permits

OWNER is responsible for obtaining or modifying any necessary building permits. No licensing is required, with permission granted by the Licensee holder.

Facilities and Site Preparation

OWNER shall provide access to all locations requiring installation and or testing. OWNER shall provide AC power at the head end amplifier location as specified.

Maintenance Manuals and As-Builds

CHICOMM will provide standard maintenance and equipment set-up manuals and system design as-builds.

AC Power and Surge Protection

OWNER will be responsible for providing the electrical service at our active devices, being the head end equipment in Room #232. CHICOMM will provide assistance in the planning of the electrical service layout. All circuits should have surge protection and preferably on back up powered circuits.

Site Grounding

Site grounding is the responsibility of OWNER. Equipment grounding is the responsibility of CHICOMM. OWNER will be responsible for supplying and installation of lightning protection to all external commercial power feeds for the new equipment.

Change Orders

CHICOMM recognizes equipment changes, implementation delays, and/or programming changes might be beneficial to either OWNER or CHICOMM. CHICOMM is prepared to address these changes via a change order to the contract.

Chicago Communications LLC Specific Responsibilities

Chicago Communications LLC is responsible for the following items and services.

- ❖ Project Management Service- Project Management services will be provided to schedule, coordinate, control, and monitor the implementation of the selected distributed antenna system.

- ❖ Subcontractor Supervision- As/if warranted.
- ❖ Equipment- Chicago Communications LLC will provide only the specified equipment contained in the Bill of Materials provided as part of this proposal.
- ❖ Documentation- System documentation will include one complete and final copy of the design / as-built drawing and original equipment manufacturer material when provided with the purchase of the equipment.
- ❖ Delivery- Chicago Communications LLC will deliver, off-load, and unpack all Chicago Communications LLC-provided equipment directly to the job site.
- ❖ Installation- Chicago Communications LLC or sub-contractor designee will install the new equipment in all areas in scope.
- ❖ Cabling- All cabling will be properly installed per industry standards.
- ❖ Grounding- All Chicago Communications LLC-provided equipment will be properly grounded. Ground connections will be connected using approved split bolt or clamp connections. The ground connections will utilize a #6 green-jacketed stranded copper wire. All painted surfaces where ground connections will be attached will be scraped, and dissimilar metal connections will be covered with an anti-oxidant compound.
- ❖ Testing- Chicago Communications LLC will perform a functional acceptance with the village once all related equipment has been installed and optimized, to ensure all contractual commitments have been met.

Village of Bartlett Specific Responsibilities

The village is responsible for the following items and services.

- ❖ Assigning a Project Manager- The villages and/or General Contractors Project Manager will be the primary contact for the Chicago Communications LLC project manager. The responsibilities of the customer project manager will include, but are not limited to the following:
 - Participating in the detailed design process after contract award
 - Participating, planning and approving site installation specifics with all affected trades
 - Communicating internal project status reports
- ❖ Site Locations – Provide equipment locations with space to accommodate the equipment dimensions.
- ❖ Site Preparation - Provide rack or wall space and electrical at all active equipment locations.
- ❖ Site Access- Making arrangements for and procuring security procedures, clearances, passes, keys, parking, etc., in the line of project work, enabling Chicago Communications LLC and approved sub-contractor personnel access to all areas of the facility.
- ❖ Environmental Condition- Providing all electrical, heating, ventilation, and air conditioning as required to support the equipment to be installed
- ❖ Testing- Providing at least one person with approval authority to participate as a witness or inspector of work and functionality.

- ❖ Payments- Making payments according to the contract

Project Assumptions

This proposal is based on a set of assumptions, which, during the course of the project, may have an impact to project schedule, responsibilities or cost. The assumptions made are as follows:

- ❖ There will be sufficient space available for installation of the equipment being provided by Chicago Communications LLC to enable a professional installation. It is further presumed that the village will be receptive to suggestions, which will make optimal use of the available space.
- ❖ Equipment layouts and provisions for AC outlets and other facility requirements will be coordinated with and supplied by the village or the General Contractor running the construction project, or their subcontractor designee.
- ❖ That the environmental conditions for the site will be within the operating temperature and humidity limits of the equipment being provided.
- ❖ That there will not be delays due to building permits, zoning or construction.
- ❖ All installation work will occur during normal working hours (8:00 a.m. to 4:30 p.m., Monday through Friday). The facility will be available to Chicago Communications LLC and designated subcontractors if applicable, during these times. Chicago Communications LLC will be able, at its option, to perform some tasks during non-normal hours at the facility.
- ❖ Chicago Communications LLC will have appropriate access (keys, access codes, or escort) to the installation sites so that work can proceed without delays during normal or non-normal hours.

Items Excluded

- ❖ All sales and use taxes.
- ❖ Permit or any related fee.
- ❖ Roof Penetrations or Water Tight Sealing.
- ❖ Deep Cleaning.
- ❖ Premium time labor
- ❖ All cutting, patching and painting.
- ❖ Coring & X-Raying.
- ❖ All conduit systems / sub-contractor costs unless specifically quoted.
- ❖ Grounding system.
- ❖ Power (high voltage) / equipment electrical.
- ❖ Liquidated damages.
- ❖ Consequential damages.

System Acceptance

SYSTEM ACCEPTANCE- System Acceptance will occur upon successful completion of the systems optimization and testing. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate. After completion of the testing, if OWNER believes that the

System fails the coverage objectives, OWNER will provide to Chicago Communications LLC a written notice that includes the specific details of such failure. If OWNER fails to provide to Chicago Communications LLC such notice within thirty (30) days after completion of the cutover, System Acceptance will be deemed to have occurred as of the completion of the cutover. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed schedule.

BENEFICIAL USE- OWNER acknowledges that Chicago Communications LLC's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if OWNER begins using the System before System Acceptance. Therefore, OWNER may not commence Beneficial Use before System Acceptance without Chicago Communications LLC's prior written authorization, which Chicago Communications LLC will not unreasonably withhold. Chicago Communications LLC is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, OWNER Customer assumes responsibility for the use and operation of the System.

FINAL PROJECT ACCEPTANCE- Final Project Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

Acceptance Test Plan (ATP)

OWNER and Chicago Communications LLC will perform an ATP on the system after optimization. This ATP will verify that the installation meets quality standards and all Chicago Communications LLC provided equipment functions properly.

Chicago Communications LLC and OWNER will acknowledge the completion of all punch list items by signing the bottom portion of the Certificate of System Acceptance.

OWNER will provide at least one person with approval authority to participate as a witness or inspector of work and functionality for the following acceptance test procedure:

Functional Acceptance Test Plan (FATP):

Functional Acceptance Testing will be performed upon the completion of the system equipment being installed and optimized at the site.

This will test the functionality of the systems independent of any other systems OWNER is planning on integrating.

Conditional Acceptance:

Once functionality has been demonstrated, OWNER will sign the Final Acceptance Document. This



200 W. Spangler Ave.
Elmhurst, IL 60126
P: 630.832.3311
F: 630.832.7599
www.chicomm.com

document will include the punch list items, which will require mutual agreement from Chicago Communications LLC and OWNER. This will indicate conditional acceptance/beneficial use of the system and normally will start the warranty clock.

Final Acceptance: Chicago Communications LLC, upon resolving the punch list items, will request a sign-off on those items and will consider our contracted obligations to be met.



Sample Certificate of Acceptance

CERTIFICATE OF SYSTEM ACCEPTANCE

Customer Name: _____

Project # _____

OWNER agrees that all major provisions of the project provided by Chicago Communications LLC are complete and ready for the use intended, except for any minor defects and/or punch list items noted below:

Chicago Communications LLC will correct the punch list items listed below:

<u>Item Description</u>	<u>Completion Date</u>
1.) _____	_____
2.) _____	_____
3.) _____	_____

No defects or punch list is applicable. (Check if appropriate)

This agreement documents the start of warranty on _____, 2016, and authorizes Chicago Communications LLC to bill for in accordance with contract terms and indicates _____ OWNER agreement to make final payment.

Customer Representative:

Chicago Communications LLC Representative:

All major punch list items noted on this document are complete.

This agreement authorizes Chicago Communications LLC to bill for the remaining value of the contract, and it indicates OWNER agreement to make final payment.

Customer Representative:

Chicago Communications LLC Representative:

May 19th, 2017

RFQ/RFP Radio Services

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
(630) 837-0846

Re: STARCOM21 700/800 MHz Bi-Directional Amplification System

Attn: Village Clerk

Project Description: Starcom 700/800Mhz DAS System 1st, 2nd and lower levels

Equipment List:

1. (1000) ½ Plenum Coax Cable
2. (50) ½ Outdoor Coax Cable
3. (2) RG142 3' Jumper
4. (2) RG142 2' Jumper
5. (2) ½ Connector N Female
6. (48) ½ Connector N Male
7. (6) Two-Way Power Divider
8. (1) 6db Directional Coupler
9. (1) 8db Directional Coupler
10. (1) 10db Directional Coupler
11. (1) 15db Directional Coupler
12. (1) 20db Directional Coupler
13. (12) Serving Antenna
14. (1) 700/800Mhz Yagi Donor Antenna
15. (1) Sure Ground Kit
16. (1) Surge Arrestor
17. (1) Antenna mast/mounting hardware
18. (1) Installation Services, optimization, configuration
19. (1) 700/800Mhz Digital Repeater Class B
20. (1) One Year Annual PM from time of install
21. (1) Field Service Monday-Friday 0800-4:30pm.

Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
Phone 630.832.3311
Fax 630.832.7599



www.chicomm.com

Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

Total Cost of Starcom DAS Portion: \$30,412.30

Chicago Communications will assist in any way required to answer questions, aid in implementation or configuration. This proposal excludes equipment electrical, EMT conduit and premium time labor.

This proposed system is for the enhancement of the Starcom 700/800 MHz frequencies on all levels of the facility

If you have questions, please feel free to reach out to me to assist you.

Thank you,

Owen Lauerman

Government Account Executive

Chicago Communications

200 Spangler Ave. Elmhurst, IL 60126

630-993-4208

“Semper Fidelis”

Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
Phone 630.832.3311
Fax 630.832.7599



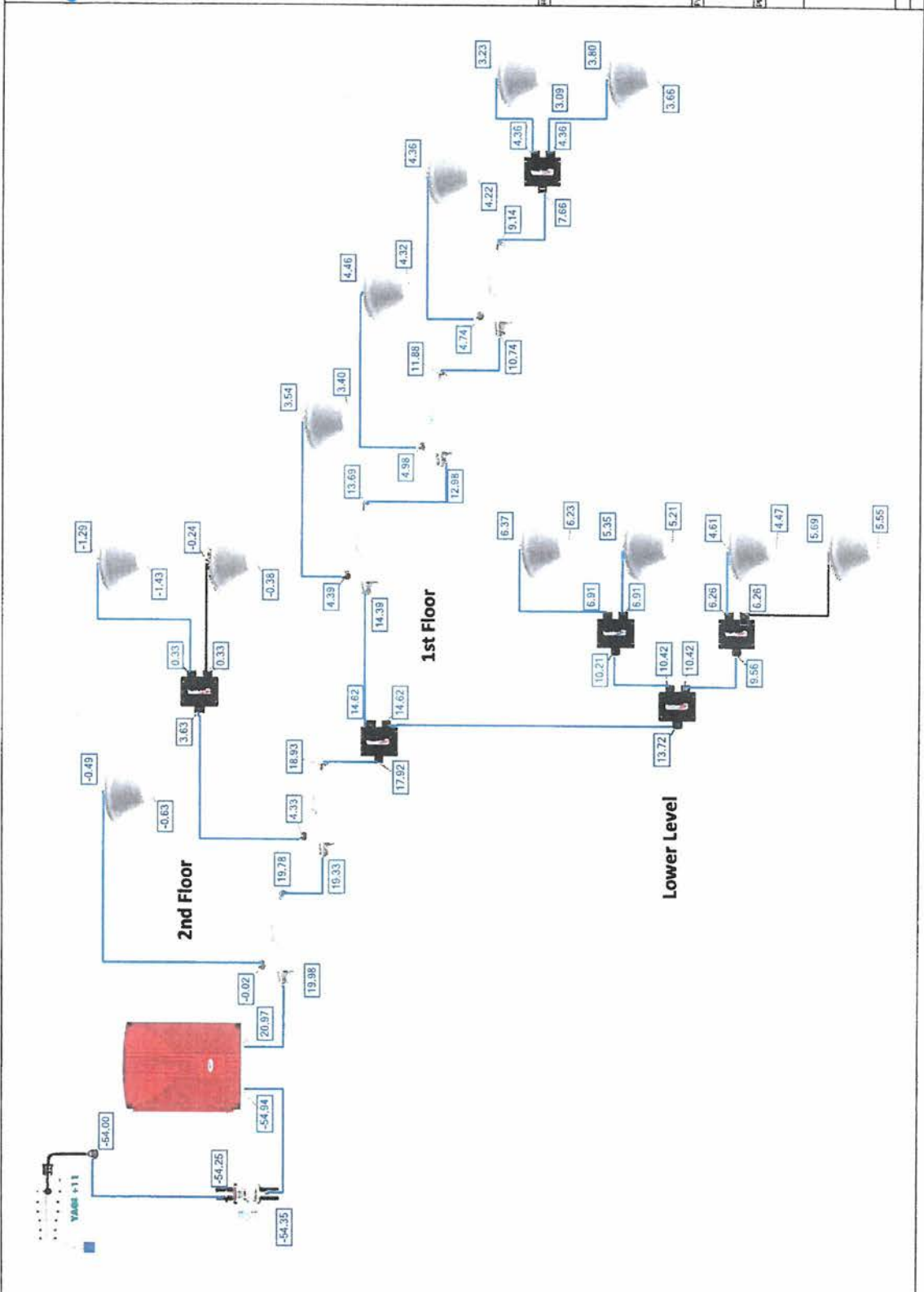
www.chicomm.com

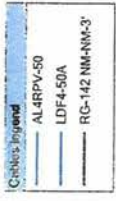
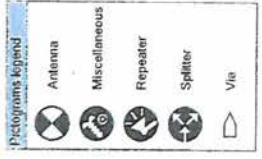
Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

Cables | end

AL4RPV-50
LDFA-50A
RG-142 NM-NM-3'

Project Name:	Barrlett PD 228 S. Main Street Barrlett, IL
Plan Number:	Conceptual Design Plan
Date:	4/28/2017
Page:	Page 1 of 4



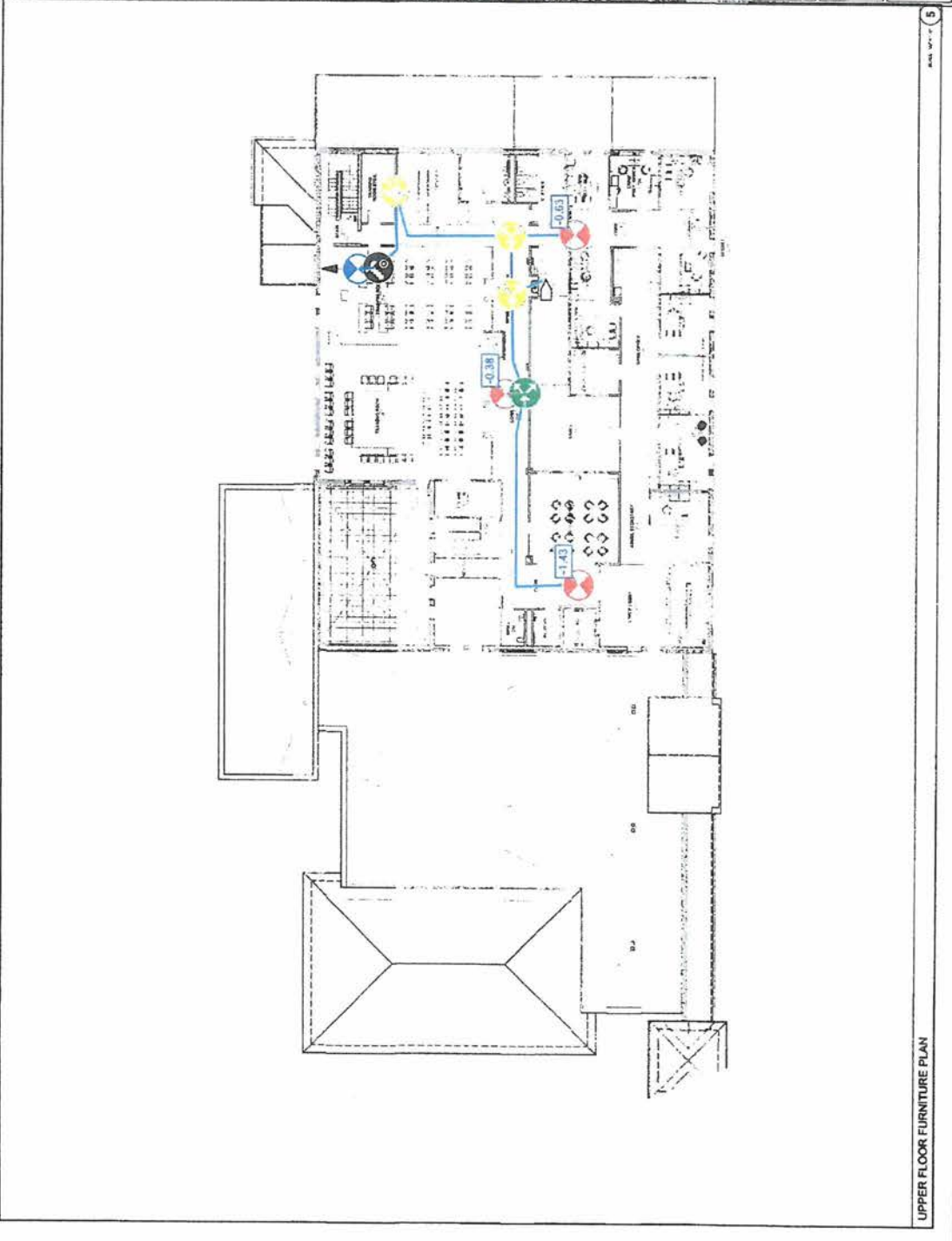


Project Name	Bartlett PD 226 S. Main Street Bartlett, IL
Site Name	2nd Floor
4/29/2017	
Page 4 of 4	

NEW BARTLETT POLICE FACILITY
BARTLETT POLICE DEPARTMENT
226 SOUTH MAIN STREET
BARTLETT, IL 60103

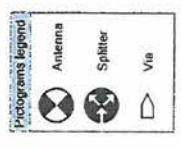


F1.2



UPPER FLOOR FURNITURE PLAN

REV: 01-15

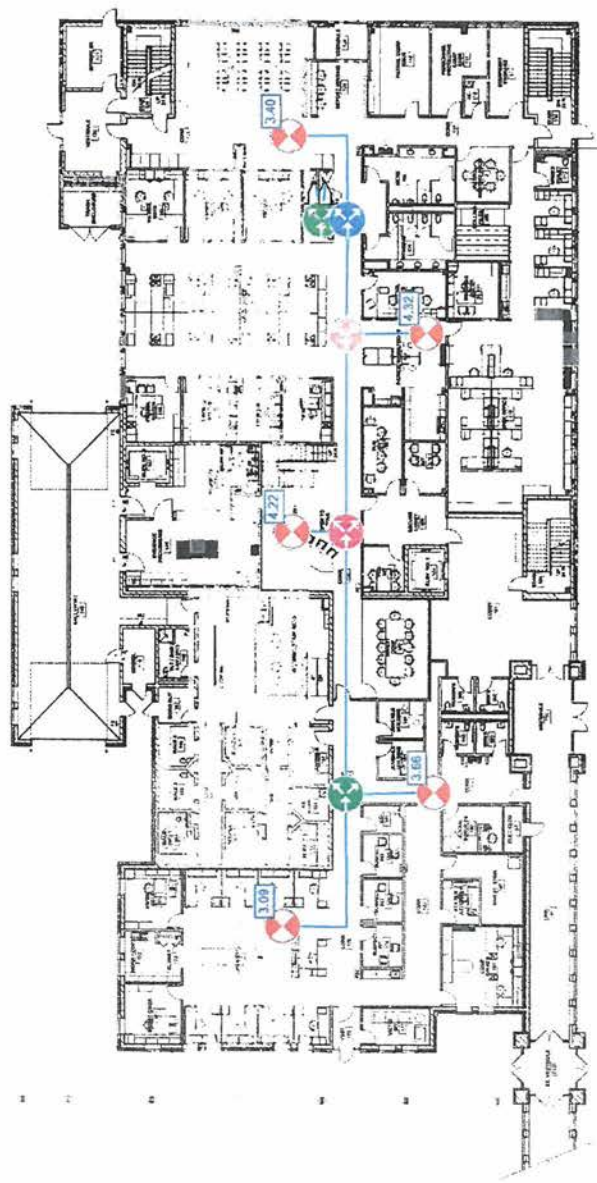


Project Name	Bartlett PD 228 S. Main Street Bartlett, IL
Sheet Name	1st Floor
Date	4/29/2017
Page	Page 3 of 4

NEW BARTLETT POLICE DEPARTMENT
228 SOUTH MAIN STREET
BARTLETT, IL 60103

WILLIAMS ARCHITECTS

F1.1



FIRST FLOOR - FURNITURE PLAN

DATE: 4/11/17


 Chicago Communications LLC
 Design by: D. Onofiska


 Photogram legend
 Antenna
 Splitter
 Via


 Cables legend
 AL4RPV-50
 RG-142 NM-NM-3

Project Name: Bartlett PD
 228 S. Main Street
 Bartlett, IL

Main Name: Lower Level

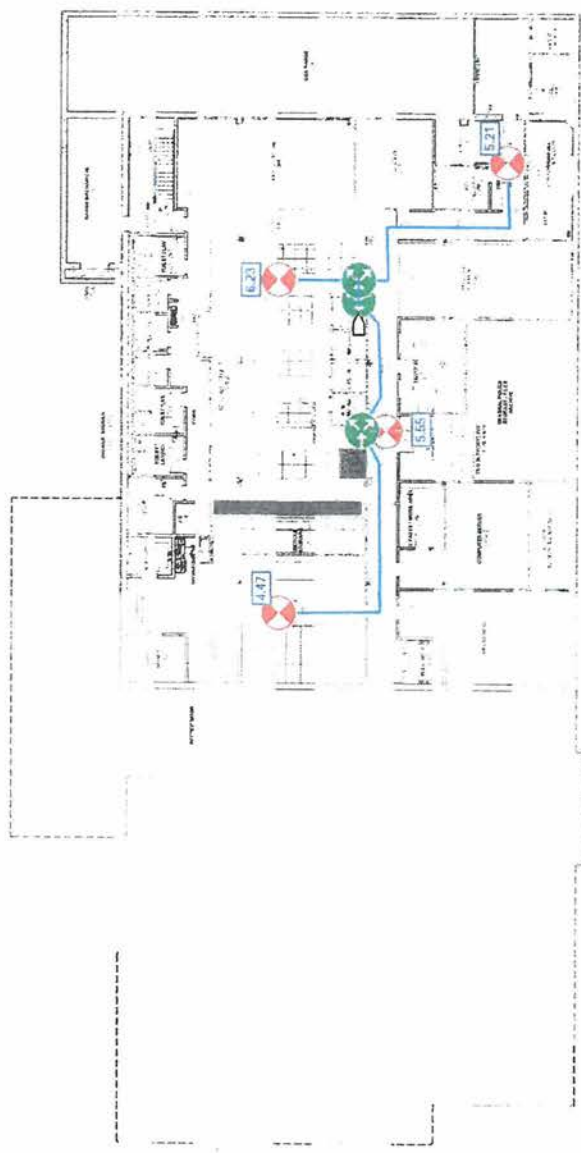
Scale: 1/8" = 1'-0"

Date: 4/29/2017
 Page 2 of 4

NEW BARTLETT POLICE FACILITY
 BARTLETT POLICE DEPARTMENT
 228 SOUTH MAIN STREET
 BARTLETT, IL 60103


 WILLIAMS ARCHITECTS
 ARCHITECTS PLANNERS

LOWER LEVEL FURNITURE PLAN
 F1.0



LOWER FLOOR FURNITURE PLAN

5

Village of Bartlett

Radio Equipment Move-Statement of Work

General requirements

Chicago Communications LLC is responding to this Request for quote as a Prime Contractor.

Chicago Communications LLC will procure, install, and test all new equipment and items included in the proposal. This implementation plan is a culmination of methods and procedures experienced from past successful projects that Chicago Communications LLC has implemented.

Chicago Communications LLC will provide a Project Manager to act as the single point of contact for all administrative, technical, and scheduling issues related to the project. The Project Manager has the overall responsibility for the delivery and implementation of the system and for management of the project timeline.

Statement of Work

It is the intent of Chicago Communications LLC to use this document as the Statement of Work (SOW) to be self-contained and become a significant Exhibit in the ensuing agreed-upon work required. Any work or equipment not specified within this Statement of Work is considered to be outside the scope of this proposed project and will require a change order to complete.

Project Timeline

The implementation of a system of this scope is a complex undertaking. To ensure that the implementation proceeds smoothly, the Chicago Communications LLC Project Manager has the responsibility to schedule the shipment, installation, optimization, and testing of all systems and sub-systems. The project timeline will be mutually agreed upon award of the contract.

Project Change Orders

Optional items have been included with our proposal. Our proposal considers these optional items to be part of the overall scope of the project. Either party may request changes within the general scope of this proposal. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Chicago Communications LLC will agree to an equitable adjustment in the contract price or performance schedule, or both. Chicago Communications LLC is not obligated to comply with requested changes unless and until both parties execute a written change order.

Project Manager

The Chicago Communications LLC Project Manager has complete responsibility for compliant execution of the Contract, and has due authority and responsibility over all resources required for such execution. In following through on all of these activities, it is the Project Manager's overriding responsibility to keep the team focused on your Total Customer Satisfaction.

It is suggested that the Bartlett PD have an assigned Project Manager as well representing the Police Department in all of its decisions and to act as a single point of contact between both parties.

Project Team

The Chicago Communications LLC Project Team has been structured to focus on key project disciplines that conform to the activities described in this proposal.

The Project Team will be divided into the following key disciplines:

- ❖ System Design
- ❖ Installation
- ❖ Testing
- ❖ Training
- ❖ Service Warranty/ Maintenance

By having specialized disciplines concentrating on the various key elements of the project, Chicago Communications LLC will effectively meet any specialized needs.

Subcontractor Management

Chicago Communications intends to use Tower Works as our antenna subcontractor to do tower work over 30 Feet. Tower Works will be monitored in their installation by the Chicago Communications Project Manager during all of their required installations.

Status Reporting Between Chicago Communications LLC and Bartlett Police Department

The Chicago Communications LLC Project Manager will report to the Bartlett Pd Project Manager on a regular basis on adherence to the work plan and work completed for the past reporting period. This project status report will also include any technical or managerial problems.

- ❖ Work performed
- ❖ Technical problems encountered and resolved
- ❖ Management problems encountered and resolved
- ❖ Attendees
- ❖ Technical/management items discussed
- ❖ Action items
- ❖ Project schedule

Authority Levels/ Problem Resolution/ Escalation

The Project Manager is responsible for complete execution of the project Work Plan and for compliance with the Bartlett PD/ Chicago Communications LLC contract and master schedule. Supported by Chicago Communications LLC's Management team, the Project Manager is empowered to add any additional resources, personnel, or material needed to maintain the project timeline to ensure the detailed work plan is executed. Additionally, the Project Manager maintains the project budget and is authorized to modify any segments of the

Chicago Communications LLC budget to meet the Bartlett Pd deliverables.

Quality and Standards of Work

Chicago Communications LLC's commitment to quality is based on our fundamental objective of customer satisfaction, and our attention to safety requirements. Your customer satisfaction is monitored and reported by the Project Manager to Chicago Communications LLC management through periodic surveys regarding project team performance. This review evaluates all aspects of the project and the progress toward team deliverables to you, our valued customer.

Chicago Communications LLC will comply with all applicable local and national safety requirements in the installation of all Chicago Communications LLC supplied equipment. Chicago Communications LLC requests that the assigned customer Project Manager advise Chicago Communications LLC personnel of any unique safety precautions that should be observed while working at the Bartlett site locations, if they apply. All work shall be performed in a manner consistent with high-quality commercial practices, in accordance with Chicago Communications LLC's R56 Quality Standards for Fixed Network Equipment Installations, and all applicable manufacturer's installation and maintenance manuals. All equipment and material being furnished for this project shall be new and will meet the minimum high quality requirements set forth by Chicago Communications LLC.

Installation Overview

Chicago Communications LLC will commence equipment installation work after the Bartlett Pd designated Project Manager has supplied Chicago Communications LLC with notice to proceed to install the equipment at the Bartlett Pd sites. A notice to proceed will be based on two factors:

1. Site Readiness to pass Chicago Communications LLC and customer inspections.
2. Equipment layout approval for the site by the Bartlett's Project Manager.

After a notice to proceed is received, Chicago Communications LLC and its subcontractors will coordinate with the Project Manager on all site access requirements prior to commencing installation at all sites. Chicago Communications LLC will install equipment described in this proposal and later approved through the detailed design review (DDR) to determine optionally quoted items. This DDR will occur only once.

Phases

The installation of this equipment will be included in one phase. From date of receipt of equipment we will plan on installation to occur and complete in one consecutive build over the period of time determined by both parties.

Staging

Equipment will be staged, programmed, and functionally tested at Chicago Communications LLC's.

Relocation of equipment:

- 1) Chicago communications will remove the 4 control stations from their existing location in the old

police building on the first floor admin office. We will relocate them into the first floor office of the new building or Server Room 004, per site plans. We will install 4 new antennas in customer supplied well location on the roof of new building. We will install new runs of antenna cable for each antenna down to the first floor through customer supplied pipe chases through ceiling and floors and run cable to the relocated radio control stations.

- 2) Chicago Communications will remove 4 control stations from their existing location in the old police building in the basement EOC room. We will relocate them into the top floor office of the new building as per site plans. We will install 4 new antennas in customer supplied well location on the roof of new building. We will install new runs of antenna cable for each antenna down to the top floor through customer supplied pipe chases through ceiling and run cable to the relocated radio control stations.
- 3) Install 8 new radio remotes in admin offices tied to your local police channel control station as per site plans and using customer supplied in house wiring.

Location Specs for Tone Deskset Radio Handsets:

- (2) Records Open Office 110
- (1) Patrol Sgt. RM 136
- (1) Patrol Sgt. RM 135
- (1) Patrol Sgt. RM 134
- (1) Patrol Sgt. RM 130
- (1) Open Office RM 133
- (1) Report Writing RM 122

Radio Equipment Move: Records Section (Open Office # 110).

1. Local VHF Radio System Repeater – Server Room 004
2. DCERN VHF Radio RM 110
3. STARCOM21 700/800 MHz – RM110
4. UHF Base Station Radio – Server Room 004

Second Floor Radio Communications Systems

(Emergency Operations Center) – Training Room 238

1. STARCOM21 700/800 MHz & UHF Radio- TR 238
2. Bartlett Fire Department 700 / 800 & VHF Radio- TR 238
3. Local VHF Radio Base Station (PD)-TR 238
4. Local VHF Radio Base Station (PW)- TR 238
5. Scanner to monitored by portable (provided by Bartlett Police) and will be boosted utilizing Starcom DAS System being implemented

All equipment and lines will be properly secured per the installation manuals and Chicago Communications LLC's R56 Quality Standards for Fixed Network Equipment Installations.

Functional Acceptance Testing

The functionality of the equipment will be demonstrated to the Bartlett PD. Upon passing the test, the parties will memorialize this event by promptly executing a Functionality Acceptance Certificate.

System Acceptance

SYSTEM ACCEPTANCE- System Acceptance will occur upon successful completion of the system cutover. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate. After completion of the cutover, if the Bartlett PD believes that the System fails the cutover, the Bartlett PD will provide to Chicago Communications LLC a written notice that includes the specific details of such failure. If the Bartlett PD fails to provide to Chicago Communications LLC such notice within thirty (30) days after completion of the cutover, System Acceptance will be deemed to have occurred as of the completion of the cutover. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed schedule.

BENEFICIAL USE- The Bartlett PD acknowledges that Chicago Communications LLC's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if the Bartlett PD begins using the System before System Acceptance. Therefore, the Bartlett PD may not commence Beneficial Use before System Acceptance without Chicago Communications LLC's prior written authorization, which Chicago Communications LLC will not unreasonably withhold. Chicago Communications LLC is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, the Bartlett PD assumes responsibility for the use and operation of the System.

FINAL PROJECT ACCEPTANCE- Final Project Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

Chicago Communications LLC Specific Responsibilities

Chicago Communications LLC is responsible for the following items and services.

Project Management Service- Project Management services will be provided to schedule, coordinate, control, and monitor the implementation of the selected communication subsystems.

Subcontractor Supervision

Equipment- Chicago Communications LLC will provide only the specified equipment contained in the Equipment List of this proposal. Based on the final detailed design review.

Documentation- System documentation will include one complete and final copy of the standard instruction manuals for all of the equipment being supplied; including original equipment manufacturer material where commonly provided with the purchase of the equipment.

Following is a list of the specific documents that Chicago Communications LLC will be providing to

the Bartlett PD as part of the contract:

1. Description of system functionality
2. Programming templates
3. Interconnection drawings
4. Acceptance testing results
5. Standard system functionality result

Staging and Testing- Chicago Communications LLC will stage and test the new equipment prior to delivery at the customer site to verify connectivity, functionality and performance capabilities. The staging and testing will be done at Chicago Communications LLC's.

Delivery- Chicago Communications LLC will deliver, off-load, and unpack all Chicago Communications LLC-provided equipment directly to available site locations.

Installation- Chicago Communications LLC will install the new equipment at the sites determined by the DDR.

Cabling- All cabling will be properly labeled and terminated per Chicago Communications LLC's R56 Quality Standards for Fixed Network Equipment Installation. All cabling will be grouped by category and run separately. Cable groups will consist of power, control/data/voice, and ground. All cables will be run neatly in existing cable trays, conduits or raceways provided by the Bartlett PD.

Grounding- All Chicago Communications LLC-provided equipment will be properly grounded. Ground connections will be connected using approved split bolt or clamp connections. The ground connections will utilize a #6 green-jacketed stranded copper wire. All painted surfaces where ground connections will be attached will be scraped, and dissimilar metal connections will be covered with an anti-oxidant compound.

Testing- Chicago Communications LLC perform a functional Acceptance Test Plan (ATP) once all related equipment has been installed and optimized to ensure all contractual commitments have been met.

Training- Chicago Communications LLC will provide training for the new radio system. This will include site overview and operation of main standby functionality for all systems.

Maintenance/ Warranty- Provide the Bartlett PD with appropriate warranty documentation.

Bartlett PD Specific Responsibilities

The Bartlett PD is responsible for the following items and services.

Assigning a Project Manager- The Bartlett PD Project Manager will be the primary contact for the Chicago Communications LLC project manager. The responsibilities of the customer project

manager will include, but are not limited to the following:

- Participating in the detailed design process after contract award
- Participating, planning and approving site installation and testing plans
- Communicating internal project status reports

Technical Information- Providing technical information as required on any existing equipment that will be interfaced into the newly proposed console equipment.

Site Access- Making arrangements for and procuring security procedures, clearances, passes, keys, parking, etc., in the line of project work, enabling Chicago Communications LLC and approved sub-contractor personnel access to certain facilities. This also includes making available existing fixed resources such as the dispatch centers, equipment rooms, and electrical power during the implementation.

Cable Management- Providing all cable ingress/egress access including any concrete coring, raceways, trays, or conduit that will be needed to route equipment cable and ground lines necessary for implementation of the system.

Environmental Condition- Providing all electrical, heating, ventilation, and air conditioning as required to support the equipment to be installed

Single Point Ground- Providing a single point Master Ground Buss Bar that runs to the building ground for Chicago Communications LLC to run its ground wire to.

Testing- Providing at least one person with approval authority to participate as a witness or inspector of work and functionality.

Payments- Making payments according to the contract

Project Assumptions

This proposal is based on a set of assumptions, which, during the course of the project, may have an impact to project schedule, responsibilities or cost. The assumptions made are as follows:

That the environmental conditions for the site will be within the operating temperature and humidity limits of the equipment being provided.

That there will not be delays due to building permits, zoning or construction.

All installation work will occur during normal working hours (8:00 a.m. to 4:30 p.m., Monday through Friday). Installation sites will be available to Chicago Communications LLC and our subcontractors during these times. Chicago Communications LLC will be able, at its option, to perform some tasks during non-normal hours at any of the installation sites.

Chicago Communications LLC will have appropriate access (keys, access codes, or escort) to the

installation sites so that work can proceed without delays during normal or non-normal hours.

Summary

When completed, we will have relocated a total of 8 control stations from the old police department admin office and EOC office to the new office locations in the new building and install new antennas and antenna lines to those relocated control stations. We will have installed 8 new radio remotes tied to your local police channel in the admin office area per site plans using customer-supplied building cabling.

May 19th, 2017

RFQ/RFP Radio Services

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
(630) 837-0846

Re: DESIGN-BUILD INSTALLATION
OF POLICE RADIO SERVICES

Attn: Village Clerk

Project Description: Tone Remote Radio Desk sets/Equipment Move Option 1

Equipment List:

1. (3) IOAK-TB-V/U/C
2. (1) 32-42MHz Base Antenna for DECERN Radio
3. (4) 152-156MHz Base Antenna for ISPERN/local PD/ Fire Ground
4. (800) Coax
5. (8) Ground Kits
6. (34) N/M LMR Connectors
7. (2) UHF Male Connectors
8. (8) N/F to mini UHF Male Adapter
9. (8) Polyphaser
10. (8) MC1000 Tone Remote
11. (1) To Remote Adaptor Panel
12. (1) Power Supply
13. (1) Quick Port Surface Mount
14. (1) Installation Services
15. (1) Field Service Two Years Monday-Friday 0800-4:30pm

Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
Phone 630.832.3311
Fax 630.832.7599



www.chicomm.com

Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

Location Specs for Tone Deskset Radio Handsets:

- (2) Records Open Office 110
- (1) Patrol Sgt. RM 136
- (1) Patrol Sgt. RM 135
- (1) Patrol Sgt. RM 134
- (1) Patrol Sgt. RM 130
- (1) Open Office RM 133
- (1) Report Writing RM 122

Radio Equipment Move: Records Section (Open Office # 110).

1. Local VHF Radio System Repeater – Server Room 004
2. DCERN VHF Radio - RM 110
3. STARCOM21 700/800 MHz - RM110
4. UHF Base Station Radio – Server Room 004

Second Floor Radio Communications Systems
(Emergency Operations Center) – Training Room 238

1. STARCOM21 700/800 MHz & UHF Radio- TR 238
2. Bartlett Fire Department 700 / 800 & VHF Radio- TR 238
3. Local VHF Radio Base Station (PD)-TR 238
4. Local VHF Radio Base Station (PW)- TR 238
5. Scanner to monitored by portable (provided by Bartlett Police) and will be boosted utilizing Starcom DAS System being implemented.

Total Cost for Option 1: \$26,481.75

Chicago Communications will assist in any way required to answer questions, aid in implementation or configuration. .

If you have questions, please feel free to reach out to me to assist you.

Thank you,

Owen Lauerman

Government Account Executive
Chicago Communications
200 Spangler Ave. Elmhurst, IL 60126
630-993-4208
“Semper Fidelis”

Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
Phone 630.832.3311
Fax 630.832.7599



www.chicomm.com

Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

May 19th, 2017

RFQ/RFP Radio Services

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
(630) 837-0846

Re: Cellular Communications Bi-Directional Amplification System

Attn: Village Clerk

Project Description: Preliminary Carrier Verizon DAS

Equipment List:

1. (1000) ½ Plenum Coax Cable
2. (100) ½ Outdoor Coax Cable
3. (2) RG142 3' Jumper
4. (2) RG142 2' Jumper
5. (2) ½ Connector N Female
6. (48) ½ Connector N Male
7. (6) Two-Way Power Supply
8. (1) 6db Directional Coupler
9. (1) 8db Directional Coupler
10. (1) 10db Directional Coupler
11. (1) 15db Directional Coupler
12. (1) 20db Directional Coupler
13. (12) Omni Server Antenna
14. (1) Multi-Band Donor Yagi Antenna
15. (1) Antenna Mast/Mounting Hardware
16. (1) Sure Ground Kit
17. (1) Surge Arrestor
18. (1) Network Management Chassis
19. (1) Channel Combiner Module
20. (1) 700Mhz LTE RF Module
21. (1) Cell 850Mhz RF Module
22. (1) PCS 1900MHz RF Module

Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
Phone 630.832.3311
Fax 630.832.7599



www.chicomm.com

Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

23. (1) AWS 2100 MHz RF Module
24. (1) Installation Services
25. (1) One Year Annual PM from date of install
26. (1) Field Service One Year Monday-Friday 0800-4:30pm

Total Cost of Preliminary Carrier Verizon DAS Portion: \$41,377.84

Chicago Communications will assist in any way required to answer questions, aid in implementation or configuration. This quote excludes the following: Equipment electrical, roof penetrations, coring, premium time labor and EMT conduit. This proposal is for the enhancement of Verizon on 2nd, 1st and Lower Levels. This design is based off of roof top signal level being a -65dbm or better, of which will need to be verified. Existing carrier signal levels will need to be benchmarked once the building is substantially enclosed to verify this design and quote.

If you have questions, please feel free to reach out to me to assist you.

Thank you,

Owen Lauerman

Government Account Executive
Chicago Communications
200 Spangler Ave. Elmhurst, IL 60126
630-993-4208
"Semper Fidelis"

Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
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Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

Cables legend

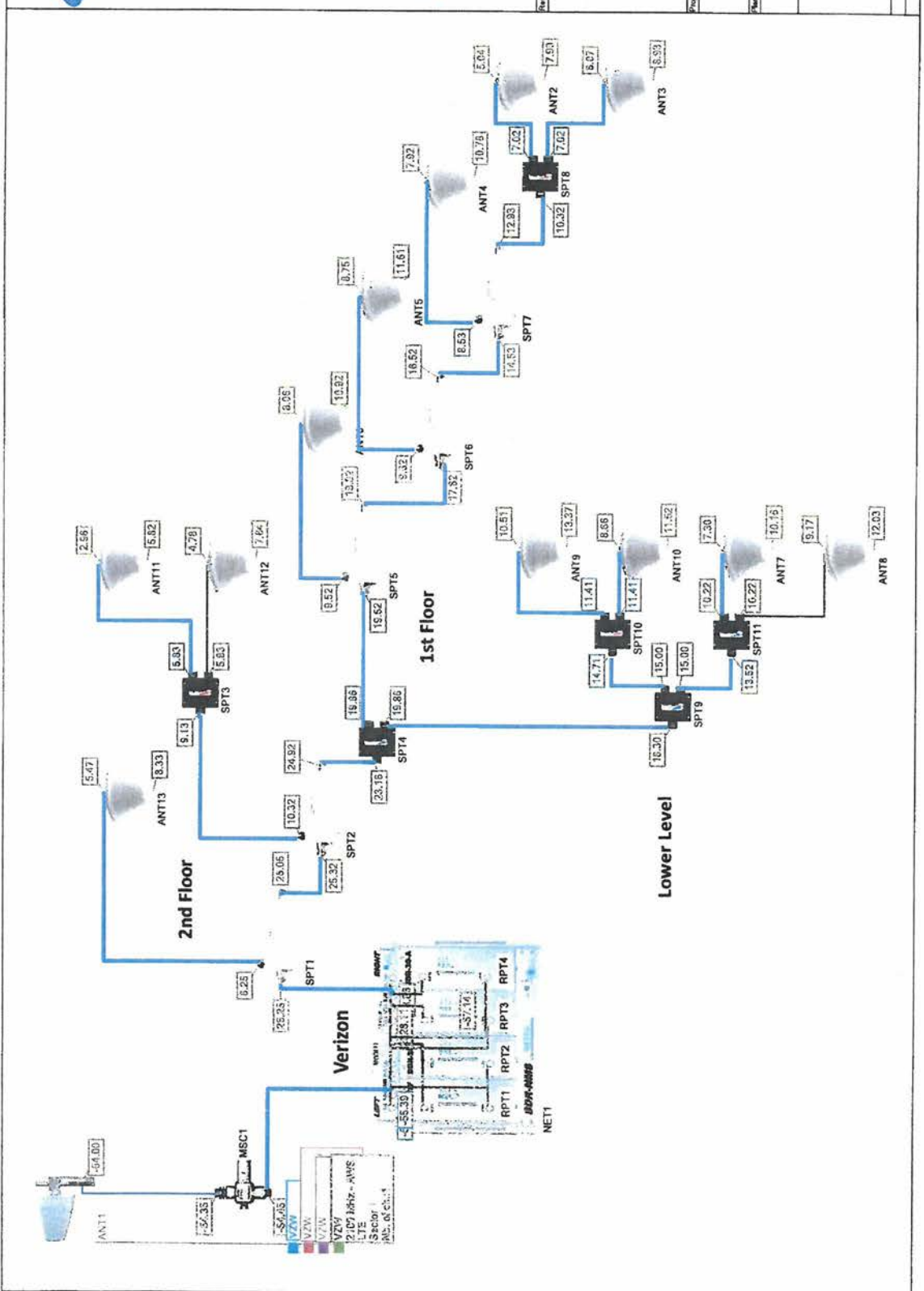
- AL4RPV-50
- LDF4-50A
- RG-142-NM-MM-3"

Project name: Barletto PD
228 S. Main Street
Barletto, IL

Plan name: Conceptual Design Plan

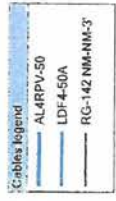
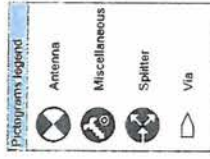
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4/29/2017
Page 1 of 4





Chicago Communications LLC
Design by: D. Ondriska



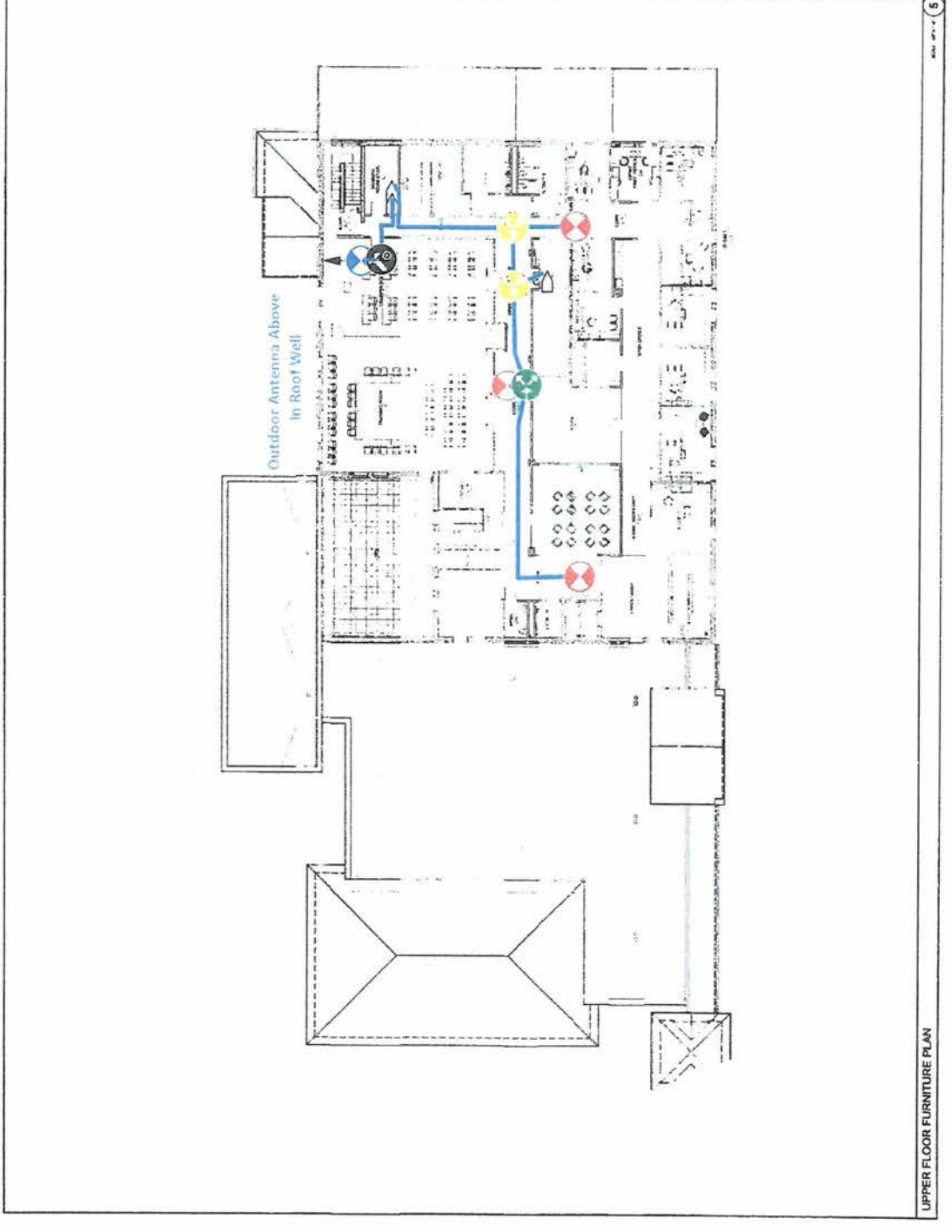
Project Name	Bartlett PD 228 S. Main Street Bartlett, IL
Site Name	2nd Floor
Revision Number	4/29/2017
	Page 4 of 4

NEW BARTLETT POLICE FACILITY
BARTLETT POLICE DEPARTMENT
228 SOUTH MAIN STREET
BARTLETT, IL 60103

WILLIAMS ARCHITECTS & ASSOCIATES
ARCHITECTS & ASSOCIATES
111 W. WASHINGTON ST. SUITE 1000
CHICAGO, IL 60601

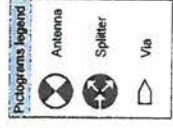
OPERATIONAL FURNITURE PLAN

F1.2



UPPER FLOOR FURNITURE PLAN

REV. 04/29/17 6



Project name: Bartlett PD
228 S. Main Street
Bartlett, IL

Plan name: 1st Floor

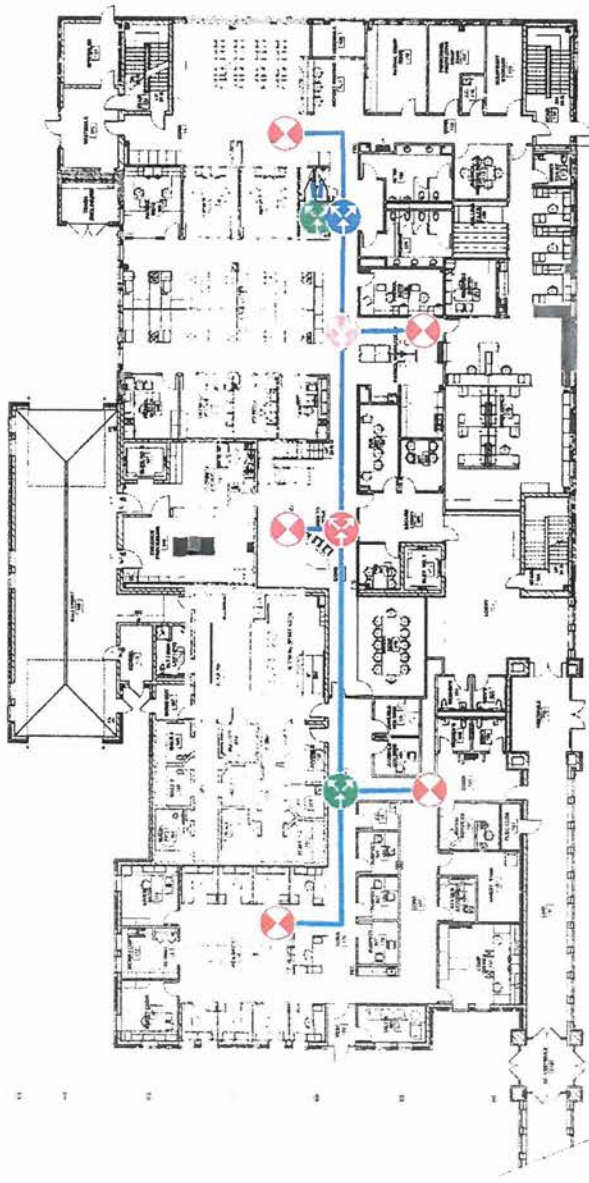
NEW BARTLETT POLICE FACILITY
BARTLETT POLICE DEPARTMENT
228 SOUTH MAIN STREET
BARTLETT, IL 60103

NO.	DESCRIPTION	QUANTITY	UNIT
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2	AL4RPV-50	1	FT
3	AL4RPV-50	1	FT
4	AL4RPV-50	1	FT
5	AL4RPV-50	1	FT
6	AL4RPV-50	1	FT
7	AL4RPV-50	1	FT
8	AL4RPV-50	1	FT
9	AL4RPV-50	1	FT
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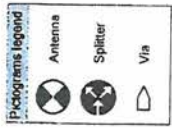
FIRST FLOOR FURNITURE PLAN



FIRST FLOOR - FURNITURE PLAN



Chicago Communications LLC
Design by: D. Ondriak



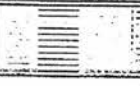
Revision history

Project Name
Bardett PD
228 S. Main Street
Bartlett, IL

Plan Name
Lower Level

4/29/2017
Page 2 of 4

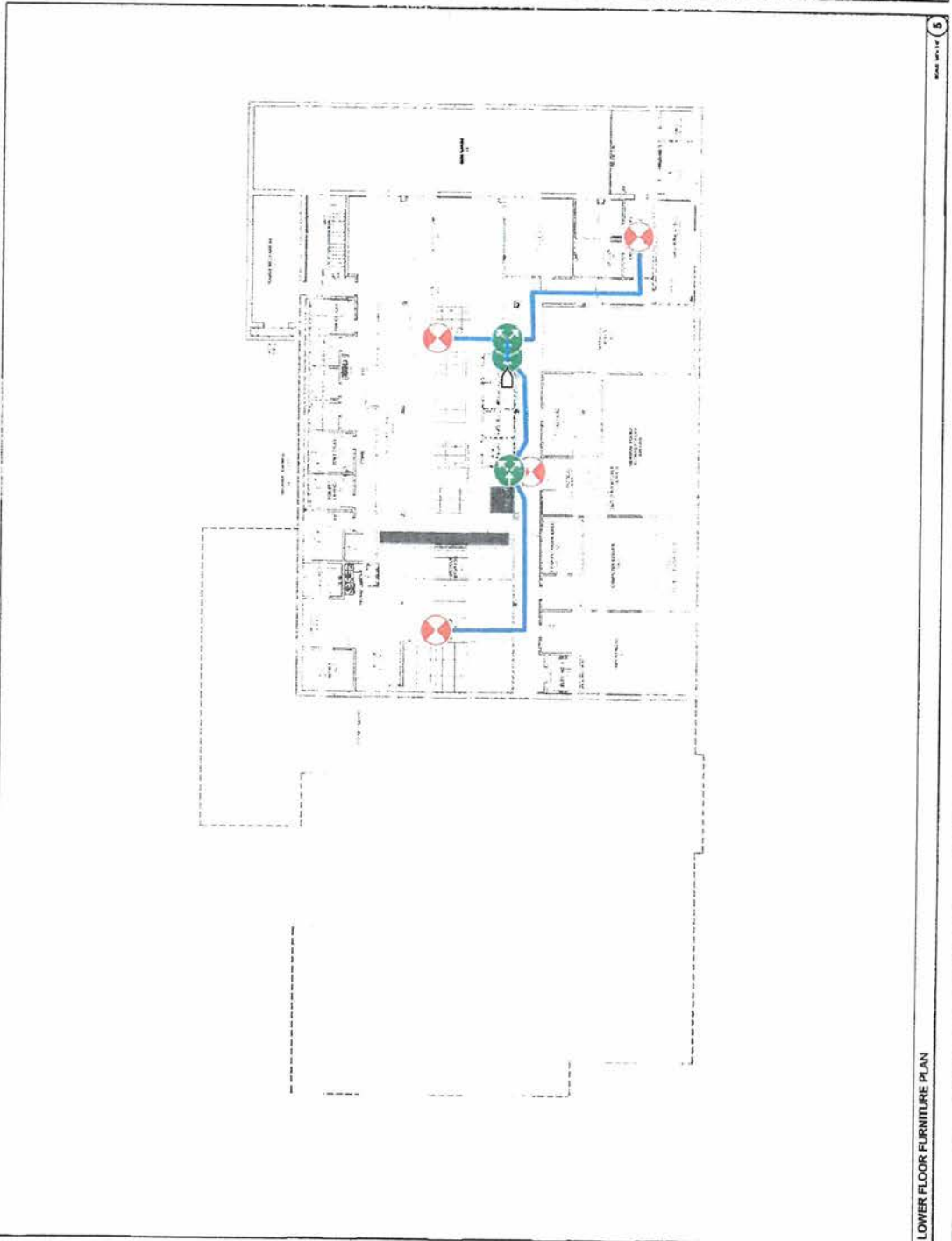
Chicago Data
NEW BARTLETT POLICE FACILITY
BARTLETT POLICE DEPARTMENT
228 SOUTH MAIN STREET
BARTLETT, IL 60103



LOWER FURNITURE PLAN

F1.0

Sheet No. 114 5



LOWER FLOOR FURNITURE PLAN

Standard Terms and Conditions of Sale

1. Scope. Chicago Communications LLC (“Seller”) will sell to the Village of Bartlett (“Customer”), and Customer will purchase from Seller, the equipment, parts, software, or services related to the equipment (e.g. installation) described in Seller’s Equipment List and Statement of Work (SOW) dated May 19th, 2017 (“Proposal”). These terms and conditions, together with the Proposal, comprise the “Agreement.” Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. \$98,271.89 exclusive of applicable sales, use, or similar taxes and freight. Chicago Communications LLC ordering procedures and Payment Terms are enclosed. Customer will make payments to Seller within thirty (30) days after the invoice date. All freight charges will be pre-paid by Seller and added to the invoices, when applicable. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

STANDARD PAYMENT TERMS:

- 45% - AT Time of Contract
- 25% - Upon Delivery
- 10% - Upon Installation of Phase 1
- 10% - Upon Installation of Phase 2
- 10% - Upon System Acceptance or Beneficial Use

3. Software. Any software owned by a third party (“Non-Chicago Communications LLC Software”) is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software. Seller makes no representations or warranties of any kind regarding such Software.

4. Express Limited Warranty and Warranty Disclaimer. All Third Party Equipment is warranted under manufacturers warranty for a period in accordance with the Proposal. Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to: defects or damage resulting from use of the equipment in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer’s failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment;

Corporate Headquarters

**200 Spangler Ave.
Elmhurst, IL 60126
Phone (630) 832-3311
Fax (630) 832-7599**

Chicago Location

**2100 S Peoria
Chicago, IL 60608
Phone (312) 829-2700
Fax (312) 829-5157**

and normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product or replace it with the same or equivalent product. Such action will be the full extent of Seller's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Structural Standards. Customer will provide for, if required, structural analysis and engineering for tower and / or building loading for the sites identified or used for this project. Any required structural analysis and subsequent work as a result of, will be the responsibility of the Customer. Customer warrants that the selected tower and/or building sites current engineered design is structurally sound and that the modifications being made are within the documented design capabilities. Chicago Communications and Subcontractor will visually assess the integrity of the existing tower and building structures, identify any risk factors associated with the work to be conducted, and specify any necessary structural changes prior to commencement of work, following industrial standards established by the Telecommunications Industry Association.

- TIA 222-G Structural Standard for Antenna Supporting Structures and Antennas.
- TIA 1019-A Standard for Installation, Alteration and Maintenance of Antenna Supporting Structures and Antennas.

6. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance.

The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

7. LIMITATION OF LIABILITY. Except for property damage, personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action

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for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

8. Confidential Information and Preservation of Proprietary Rights. If any information marked "Confidential" is provided by one party to the other, the receiving party will maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights as it relates to the confidential information is given or intended to be given to the Customer by the Seller. Any copyright owner of Software, and any third party manufacturer own and retain all of their respective proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. This Agreement does not grant any right, title or interest in Seller's or Third Party proprietary rights, or a license under any patent or patent application.

9. Non-solicitation. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of CHICOMM or its subcontractors without the prior written authorization of CHICOMM. This provision applies only to those employees of CHICOMM or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

10. Government Contracting Information. CHICOMM and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. CHICOMM and subcontractor shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

11. Miscellaneous. Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement, and the Proposal, the ordering procedures, and the Payment Terms, constitute the entire agreement of the parties regarding this transaction, supersede all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or

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commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Seller:

By: Chicago Communications, LLC
Name and Title: Cindy Glashagel
Principal

Date: _____

Signature

Customer:

By: _____
Name and Title:

Date: _____

Signature



Agenda Item Executive Summary

Item Name Police Department Earth Retention System Committee or Board Village Board

BUDGET IMPACT

Amount: \$129,000.00

Budgeted

\$175,000.00 as part of the new police department facility project

List what fund

Municipal Building Fund

EXECUTIVE SUMMARY

Attached is a Resolution Approving of the Earth Retention System Design and Installation Agreement between the Village of Bartlett and Hayward Baker, Inc.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum
Resolution
Earth Retention Design and Installation Agreement
Hayward Baker's Proposal
Proposal Tabulation

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

Motion: I move to approve Resolution 2017- _____, a Resolution Approving of the Earth Retention System Design and Installation Agreement between the Village of Bartlett and Hayward Baker, Inc.

Staff: Patrick B. Ullrich, Chief of Police Date: June 12, 2017
Geoffrey Pretkelis, Deputy Chief of Police

POLICE DEPARTMENT MEMORANDUM
17-43

DATE: June 12, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Patrick B. Ullrich, Chief of Police
RE: Earth Retention System Design-Build Project: Resolution and Work Agreement

On November 15, 2016, the Village of Bartlett entered into an agreement with Frederick Quinn Corp. to serve as the Village's construction manager for the Police Department's new building project.

On May 15, 2017, the Village of Bartlett published the Notice of Combined Request for Qualifications and Request for Proposals for Design-Build Installation of Earth Retention System for New Bartlett Police Facility. The Statements of Qualifications and Proposals were due no later than May 26, 2017 at 3:00 PM to the attention of the Village Clerk. Four Statements of Qualifications and Proposals were received ranging from \$125,000.00 to \$223,750.00.

On June 1, 2017, a selection committee consisting of Deputy Chief Geoffrey Pretkelis, John Eallonardo from Fredrick Quinn Corp. and me met to evaluate the design-build earth retention installation contractor firms' qualifications. During the evaluation process, we learned the lowest proposer, Thatcher Foundations Inc., would use some methods not recommended in the Request for Proposals. Therefore, we selected the next lowest proposer, Hayward Baker, Inc.

Hayward Baker, Inc. submitted a bid of \$129,000 for this project and was ranked as the best overall value. This determination was based on the evaluations of the written Statements of Qualifications submittals, applying the criteria set forth in the Request for Qualifications/Request for Proposals and proposal of technical and pricing information in accordance with the Request for Proposals and Phase II of the combined Request for Qualifications/Request for Proposals.

With your approval, I recommend the selection of Hayward Baker to serve as the contractor for the Design-Build Installation of Earth Retention System and request this resolution and agreement be placed on the June 20, 2017 Village Board Agenda for their consideration.

Motion: I move to approve Resolution 2017- _____, a Resolution Approving of the Earth Retention System Design and Installation Agreement between the Village of Bartlett and Hayward Baker, Inc.

PBU/hma

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE EARTH RETENTION SYSTEM DESIGN AND
INSTALLATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
HAYWARD BAKER, INC**

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

SECTION ONE: The Earth Retention System Design and Installation Agreement dated June 20, 2017, between Hayward Baker, Inc. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved subject to such minor modifications as deemed necessary and acceptable to the Village Attorney.

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

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

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

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

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

VILLAGE OF BARTLETT

EARTH RETENTION SYSTEM DESIGN AND INSTALLATION AGREEMENT

This Earth Retention System Design and Installation Agreement (this "Agreement") is entered June 20, 2017, between the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village" or the "Owner") and HAYWARD BAKER, INC. (the "Contractor" or "HBI") (collectively, the "Parties").

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

1. Definitions.

- A. "**Project Work**" shall mean: Provide design, engineering, fabrication, construction and installation of earth retention system in connection with the construction of the Owner's new Police Facility described in Section 1.2 of the RFQ/RFP under the heading "**Project Description**", and the "**Scope of Work**" described in Section 1.4, subsections 1.4.1 through 1.4.9 of the RFQ/RFP, and as described under the heading "**SCOPE OF WORK**" in the HBI Bid Proposal.
- B. **Contract Documents.** The Contract Documents shall mean:
- (i) The Combined Request for Qualifications and Request for Proposals ("RFQ/RFP") for Design-Build Installation of Earth Retention System in Connection with New Phased Bartlett Police Facility Project dated May 1, 2017, including the Police Facility Plans prepared by Williams Architects dated March 28, 2017 referenced therein, and Geotechnical Reports prepared by Deigan & Associates and 4L Engineering dated October 29, 2016 and November 8, 2016, and the other Exhibits and Attachments thereto;
 - (ii) Addendum #1 uploaded 5/12/2017;
 - (iii) Addendum #2 dated 5/18/2017;
 - (iv) Addendum #3 dated 5/23/2017 prepared by FQC;
 - (v) Bid Proposal of Hayward Baker, Inc. dated May 26, 2017 (the "HBI Bid Proposal"), including but not limited to, the Hayward Baker, Inc. Qualifications and Clarifications (the "HBI Qualifications and Clarifications"), and the Hayward Baker, Inc. General Terms and Conditions (the "HBI General Terms and Conditions");
 - (vi) E-Mail clarification on pricing from Jonathan Bugler of Hayward Baker, Inc. to Bryan Mraz;
 - (vii) This Earth Retention System Design and Installation Agreement.

2. **Conflicts Between Documents.** There are certain conflicting provisions between the RFQ/RFP and the HBI Bid Proposal. There are also conflicting provisions between the HBI Qualifications and Clarifications and the HBI General Terms and Conditions. In the event of a conflict between the HBI Qualifications and Clarifications and the HBI General Terms and Conditions, the HBI Qualifications and Clarifications shall control. In the event of a conflict between the terms and conditions of this Agreement, the HBI Bid Proposal, HBI Qualifications and Clarifications and the HBI General Terms and Conditions, the terms and conditions of this Agreement shall control.

3. **Modifications to the HBI Qualifications and Clarifications.**

- A. The term "General Contractor" shall be changed to "Construction Manager" throughout.
- B. Paragraph 2 is modified to state that sales tax is not included because the Village of Bartlett is exempt from retailers occupation (sales) tax, and HBI will provide a \$5,000 credit against the Contract Sum set forth in the HBI Bid Proposal.

4. **Modifications to the HBI General Terms and Conditions.**

- A. Whenever the term "General Contractor" is used, replace it with "Construction Manager".

Under the heading "**COMMERCIAL TERMS**":

- B. Delete the paragraph entitled "Arbitration".
- C. Delete the paragraph entitled "Bonds".
- D. The paragraph entitled "Confidentiality" is deleted and replaced with the following:

"To the extent authorized by law, all specifications, drawings, price and technical data submitted by HBI are to be treated as confidential and proprietary and shall not be used for any other purpose other than evaluation of this bid, nor shall it be disclosed to any third party for any purposes without the express written consent of HBI, or as required under the Illinois Freedom of Information Act or a lawful subpoena. Moreover, overall price and a general description of the work, including this Contract will be discussed and voted upon at a public meeting of the Owner corporate authorities as required under the Illinois Open Meetings Act. Such information, to the extent it is proprietary, shall remain HBI's property and be returned to HBI upon demand, subject to the Village's obligation to retain this Agreement and the aforesaid information as required by law."

- E. Delete the paragraph entitled "Indemnity" and replace it with paragraph 10.2 of this Agreement.
- F. Delete the paragraph entitled "Insurance" and replace it with paragraph 10.1 of this Agreement.

- G. Delete the paragraph entitled "Labor Affiliations".
- H. Delete the paragraph entitled "Standard Agreement".
- I. Notwithstanding the provisions stated the paragraph entitled "Terms of Payment", any payment due to the Contractor is further subject to the **Payment Requirements** set forth in paragraph 10.5, and in lieu of the interest rate stated in subparagraph c), the terms of the Prompt Payment Act shall apply.

Under the heading "**PROJECT SUPPORT / EXECUTION**":

- J. The paragraph entitled "Vibration Liability" is deleted and is replaced with the following:

Vibration Monitoring: The Owner shall hire a third party company to provide vibration monitoring during execution of the Project Work, at the Owner's sole expense.

- 5. **Contract Sum and Payment Terms.** The contract sum for the Project Work is \$129,000 (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, shop drawings, as built drawings, testing, removal and disposal of construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents, subject to any adjustments as provided for herein.
- 6. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by Contractor and Contractor's Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Bartlett Ordinances, including but not limited to the Village of Bartlett Building Codes and Stormwater Ordinances, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual violations of any Law(s) related to the Project Work, including but not limited to products liability claims. This obligation shall survive the expiration and/or termination of this Agreement.
- 7. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

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

9. Change Orders.

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Completion Date, or (iii) material changes in the 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 to the Completion Date by a total of thirty (30) days or more, that the Village President and Board of Trustees (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, Completion Date or material change in the Project Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Completion Date shall be made by the Acting Village Administrator.
- B. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Work:
- i. Twenty percent (20%) of Work by the Contractor not involving subcontractors.
 - ii. Five percent (5%) for Work by subcontractors.
 - iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
 - iv. For additional Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Work not involving sub-subcontractors and five (5%) for Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).

10. Other Requirements of Contractor.

10.1. Insurance and Indemnification. The Contractor shall be required to procure and maintain insurance as follows:

- A. Insurance Requirements of Contractor. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the Contract and/or the products and materials supplied to the Village. The cost of such insurance shall be borne by the Contractor. Coverage shall be :
1. Commercial General Liability ("CGL") coverage shall be Insurance Services 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 of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/locations (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: Insurance Service Office Form Number CA 0001 covering Code 1 (any auto) with limits of \$5,000,000.
 3. Worker's Compensation Insurance as required by the State of Illinois with statutory limits and Employers' Liability insurance with a limit of \$1,000,000 per accident for bodily injury and disease.
 4. Professional Liability Insurance with limits of \$1,000,000 per occurrence claim, and \$2,000,000 policy aggregate.
 5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate.
 6. Excess Liability insurance of \$5,000,000 each occurrence and \$5,000,000 policy aggregate.
- B. Self-Insurance Retentions. Self-insurance retentions be declared to and approved by the Village. At the option of the Village, either: the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial information satisfactory to the Village to ensure payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide that the self-insurance retention may be satisfied by either the named insured or the Village.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **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, and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 04 13 or **both** CG 20 10, CG 20 26, and CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used. Notwithstanding, insurance coverage, including additional insured coverage, but excluding workers' compensation insurance, shall be limited to the extent of Subcontractor's negligence and that of its subcontractors.
 2. **Primary Coverage.** For any claims related to the contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CB 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 excess of the Contractor's insurance and shall not contribute with it.
 3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Village.
 4. **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.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 all required insurance policies, including endorsements required by these specifications, at any time.
- E. **Waiver of Subrogation.** Contractor hereby grants to the 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.
- 10.2. Indemnification.** The Contractor shall protect, indemnify, hold and save harmless and defend the Village, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Village against any and all liability,

claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of any lawsuit or claim for damages arising in favor of any person, including the employers or officers or independent contractors or subcontractors of the Contractor, or the Village on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or result directly or indirectly from the performance of work under the agreement or the failure to comply with any of its obligations contained in the agreement, but only to the extent of its negligence or willful misconduct, and not to the extent such liability, loss, damage or injury is contributed to by the negligence of the Village, its officers, officials, employees, agents, independent contractors or consultants while working on behalf of the Village, or by the premises themselves, or any equipment thereon, whether latent or patent.

10.3. Performance and Payment Bonds. The Contractor shall be required to purchase and maintain a performance bond and a labor and material payment bond in an amount equal to 100% of its total Contract Sum set forth in HBI's Bid Proposal to perform all design, engineering, fabrication, labor, construction and installation work to complete the proposed earth retention system. The Contractor shall use AIA-312 Forms (2010) or other form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a 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 as primary obligee (the "Performance and Payment Bond") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Work, and any warranty work including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bond shall be included in the Contract Sum.

10.4. Prevailing Wages. All laborers, workers and mechanics employed by the Contractor or by any of its subcontractors performing any of the Work and/or any 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") for Cook County, the county in which the Project Work will be performed. The Earth Retention System Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. The IDOL Prevailing Wage rates for Cook County dated June 5, 2017 are expressly incorporated herein by reference; however, any increase in costs to the Earth Retention System Contractor due to changes in the Prevailing Wages or labor law during the term of this Agreement shall be at the expense of HBI 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 selected Earth Retention System Contractor and each of its subcontractors shall be responsible to maintain accurate records as required under the Act, and shall be 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, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. 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. Said revised prevailing wage rates are available at IDOL's website:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

10.5 Payment Requirements.

10.5.1 Notwithstanding any contrary provisions in the HBI Bid Proposal, Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village's obligation to make a monthly progress payment that the Contractor shall have submitted to the Village, not less than seven (7) days prior to the first of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Progress Payment Documents":

- (i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Village and/or the Architect may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Village. Payments shall be further reduced by such additional amounts as the Architect and/or the Village determines for non-conforming work and unsettled claims.
- (ii) A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
- (iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project Work covering such period.
- (iv) All of the Progress Payment Documents shall be sworn to and notarized.
- (v) Such additional documentation and/or information requested by the Village and/or the Architect relative to said payment and/or as otherwise required under the Contract Documents.
- (vi) Certified Payrolls (defined below).

10.5.2 Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

- (i) Updated final statement, accounting for final changes to the Contract Sum.
- (ii) AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
- (iii) AIA Document G706A, "Contractor's Affidavit of Release of Liens".
- (iv) AIA Document G707, "Consent of Surety to Final Payment."
- (v) General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company, and current final lien waivers from: (a) Contractor, (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work.
- (vi) Certified Payrolls and such other documentation required under the Contract Documents and/or required by the Village and/or Architect.

Items 10.5.2 (i) through (vi) are collectively referred to as the "Final Payment Request Documentation".

10.5.3 It shall be a condition precedent to final payment required by the Village hereunder that the Village and the Architect have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions of the Contract. The Village shall deduct from the final payment hereunder amounts as determined for incomplete Work, including but not limited to, 110% of the value of the punch list work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.

10.5.4 Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

10.5.5 Provided the Village has complied with its payment requirements as provided herein, in the event the Contractor, the Village and/or the Architect is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claims. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court, or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay

said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

10.5.6 It shall also be a condition precedent to any payment hereunder that the Contractor and each of its subcontractors must complete and submit certified payrolls to the Village covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, *et seq.*) using forms furnished by the Illinois Department of Labor (IDOL) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

11. Delays in Project Work. Should the Contractor be obstructed, interfered with or delayed in any fashion in the prosecution or completion of the work by any act, omission, neglect, delay or default of the Village, the Architect, or the Villages other agents or contractors, which includes, but is not limited to scheduling changes or site availability, then the Contractor shall be entitled to recover its direct costs and an extension of time for performance from the Village.

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any

of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

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

13. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including the recovery of all costs and its reasonable attorney's fees, subject to the limitations set forth in paragraph 14.

14. Limitation on Liability. The Parties mutually agree to waive any right which they may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against each other and other Indemnified Parties and agree not to make any claim or demand for such damages against each other and/or other Indemnified Parties.

15. 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.

16. Relationship of the Parties.

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

17. 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:

- A. 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.
- B. 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
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.

18. Completion Date. Contractor shall complete the Project Work in strict compliance with the HBI Bid Proposal under the heading "**SCHEDULE**".

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

20. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

21. 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 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.

22. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:
Hayward Baker, Inc.
1350 West Lake Street
Roselle, Illinois, 60172
Attention: Jonathan R. Bulger
Fax: 630-351-1984

If to Architect:
Williams Associates Architects, Ltd.
500 Park Boulevard – Suite 800
Itasca, Illinois, 60143
Attention: Mark Bushhouse
Fax: 630-221-1220

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Deputy Chief Geoff Pretkelis
Fax: 630-837-0865

If to the Construction Manager:
Frederick Quinn Corporation
103 South Church Street
Addison, Illinois, 60101
Attention: Jack Hayes
Fax: 630-628-8595

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

23. Miscellaneous.

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.
- K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF BARTLETT

HAYWARD BAKER, INC.

By: _____
Kevin Wallace, Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giless, Village Clerk

By: _____
Name: _____
Title: _____

Hayward Baker Inc.
1350 W. Lake Street
Roselle, IL 60172
Tel: 630-339-4300
Fax: 630-351-1984



May 26, 2017

Fred Marano
Frederick Quinn Corporation (FQC)
103 S. Church St
Addison, IL 60101

RE: Bartlett Police Facility – 228 S. Main Street, Bartlett, IL 60103
Temporary Earth Retention

BID PROPOSAL

Dear Mr. Marano:

Hayward Baker Inc. (HBI) is pleased to provide this proposal for temporary earth retention work on the above referenced project. HBI proposes to furnish all labor, equipment, material and supervision to perform the scope of work as described below.

REFERENCE DOCUMENTS

This proposal is based only on the following documents:

- Civil drawings, specifically sheet C2.3 dated 3/28/17, prepared by Williams Architects.
- Structural drawings, specifically sheet S1.0, dated 3/28/17, prepared by Williams Architects.
- Architectural Site Plan drawings, specifically sheet AS0.1, dated 3/28/17, prepared by Williams Architects.
- Geotechnical investigation report dated 10/29/16, prepared by E4L Engineering.
- Pre-bid meeting and site visit on 5/17/17.
- Addendum #1 uploaded 5/12/17, Addendum #2 dated 5/18/17, Addendum #3 dated 5/23/17 prepared by FQC.
- HBI General Terms and Conditions, Version 3.07, 4 pages, copy attached.

SCOPE OF WORK

HBI proposes to design, furnish, and install approximately 200 LWF of cold-rolled cantilevered sheeting along the South and East sides of the proposed structure. The sheeting will be installed with a vibratory hammer from an approximate existing grade elevation of EL -1. The sheeting is designed to support a maximum excavation of 15-ft. HBI's design considers a precut of 6 feet along the east side of the excavation, approximately between the new main electrical switchboard and the southeast corner of the excavation. The top of sheet

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elevation will be at EL -2, for constructability. Top of sheeting will be at EL 0. at all other locations.

QUALIFICATIONS AND CLARIFICATIONS

1. This proposal is based on mill delivery of steel. The prices listed in the schedule of prices are based on today's best quoted steel prices. The price at the time of delivery of material may be higher and any price escalation that occurs will be paid by others.
2. Sales tax is included.
3. Clearing of site is excluded.
4. Per the pre-bid meeting on 5/17/17, the basement of the existing Police Facility, south of the proposed building, is assumed to be deep enough that the building does not require ERS.
5. As a condition precedent to HBI beginning work on site, the General Contractor shall provide HBI with property plans indicating any and all utility rights of way and easements; the General Contractor shall physically confirm the position and elevation of all underground utilities within HBI's work area by exposing them and having the locations and depth marked with durable monuments. Otherwise, HBI will be compensated for all costs associated with identifying, confirming and marking any rights of way and easements and utilities, and the project schedule shall be extended accordingly.
6. HBI will provide design calculations and shop drawings sealed by an Illinois Licensed Structural Engineer for review by the project engineer of record. The submittal will be considered our baseline design. Any changes requested by the project team that have cost changes associated with them will be submitted as a Change Order to the contract. Additionally, costs associated with design or drafting revisions will be submitted as a Change Order to the contract.
7. Layout and as-built drawings of our Earth Retention System are excluded. An add for sheeting layout is included in the attached schedule of prices.
8. Vibration and settlement monitoring are excluded.
9. Pre and/or post construction condition surveys are excluded.
10. Interlock sealant for sheet piling is excluded.
11. Cutting-off of sheeting is excluded.
12. Installation of a two-cable handrail for excavation depths 6' and greater is excluded. See attached Schedule of Prices for an add price. If included, repair and removal are by others.
13. Site access, including suitable, safe ramps with a slope no steeper than 10H:1V accessing a firm, dry, level working pad, at least 30-ft wide, capable of supporting a 130,000 lb rig, and other HBI equipment and personnel, must be provided by others. Maintenance of the pad and ramps is also by others.
14. Site dewatering and/or drainage so that our work can be carried out in-the-dry is excluded.
15. A bid bond is excluded.
16. A Performance and Payment bond is included.
17. MBE/WBE/SBE/DBE participation is excluded.
18. Local worker residency requirements are excluded.

19. Excavating to the front face of sheet pile will be provided by others. All handwork is excluded.
20. Pre-trenching the sheeting line to remove any and all obstructions and backfilling with clean drivable materials is excluded. The drive line should be cleared to approximately 5-ft below grade.
21. The General Contractor/Construction Manager must remove or relocate all overhead and/or underground obstructions, including utilities and structures, so that piling can be installed full length without splicing. All electric lines must be moved a sufficient distance to meet OSHA requirements. All removals and/or relocations must be performed before HBI mobilizes to the site.
22. This proposal is based on our working a normal straight time work week. The premium time portion of any overtime work required will be charged as extra work and will include audited overhead and profit.
23. The removal of obstructions such as, but not limited to, concrete, timber, wire, steel, masonry, pipe lines, cobbles and boulders, miscellaneous fill, etc which interferes with the installation of our work is excluded. See the attached Schedule of Prices for HBI's obstruction time/standby rate.
24. Payment for materials ordered and stored on-site or off-site must be made within 30 days from mill invoicing. Any storage fees incurred by HBI will be paid for by others. HBI will not provide insurance for stored materials. If insurance is required on the stored materials it will be provided for an additional cost paid for by others.
25. Any delay, hindrance or obstacle such as out of sequence moves, lack of site preparation, etc., which prevents the consecutive performance of the tasks described will be billed at HBI's obstruction time/standby rate included in the attached Schedule of Prices.
26. Zero tolerance for lot line construction is not possible. Sufficient clearance for sheeting installation to allow for installation tolerance and wall deflections must be taken into account by others.
27. The Earth Retention System is designed for lateral pressures due to soil loading and a maximum uniform construction surcharge of 250 psf.
28. Any Public Way Work License required will be obtained and paid for by others.
29. All permits, excluding trucking permits, are to be obtained and paid for by others.
30. The work covered by this proposal may, by its nature, cause some unavoidable earth movement that could damage surrounding utilities, pavement or structures. Because any such movement and consequent damage is inherent in the nature of the work, Hayward Baker, Inc. cannot be liable for or indemnify against any unavoidable earth movement and its results. Hayward Baker, Inc. will only accept responsibility for earth movement caused by its negligence, or failure to follow generally accepted procedures of the industry.

SCHEDULE

Upon receipt of an executed contract and CAD background drawings, we are able to furnish design calculations and shop drawings for review in two weeks. Following approval of our submitted documents and pending material availability, we are available to mobilize within three weeks.

We anticipate completing installation of the temporary earth retention system in approximately one week. Work is to be made available in a sequence that will enable HBI to work efficiently and systematically without restriction or delay. HBI's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Friday, in a single uninterrupted visit to the site. HBI reserves the right to work overtime or weekends at HBI's own discretion without incurring charges for inspection, site overhead or other consequential charges.

SUMMARY

We have attached our Schedule of Prices and General Terms and Conditions herein. This letter and its attachments constitute HBI's proposal and will be made a part of any contract between the FQC and HBI. The acceptance of the price of this Proposal shall evidence the concurrent acceptance of all terms and conditions recited herein or incorporated by reference. Any resulting contract will not include any other agreements or documents not specifically given to HBI and referenced herein. We trust this proposal is of interest to you and we look forward to being of service. If we can be of any assistance in clarifying any points in this proposal, please contact us at 630-339-4318.

Sincerely,

Hayward Baker Inc.



Jon Bulger, PE
Project Manager

cc: Fred Plinke (HBI)

Attachment

SCHEDULE OF PRICES

Hayward Baker Inc. (HBI) proposes to perform the work described in this proposal for the lump sum price of \$129,000.

Additional Items

The following items are not included in the lump sum price above, but can be added for the costs listed.

1. Obstruction Time/Standby Rate	\$ 1,650	per rig hour
2. Sheeting Layout	\$ 3,500	LS
3. OSHA 2-Cable Handrail	\$ 25	per LF

GENERAL TERMS AND CONDITIONS

The following terms and conditions are part of HBI's proposal, unless otherwise specified in the proposal:

COMMERCIAL TERMS

Arbitration: Any controversy or claim arising out of or relating to this agreement, except for actions to enforce mechanics' lien or payment bond claim rights, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration proceedings shall take place in Chicago, Illinois. The law governing the interpretation of this Agreement shall be the law of the state of Illinois.

Backcharges or Claims: For services provided by the Owner/General Contractor to HBI, back charges and/or claims are not valid unless a change order is agreed to and signed by a properly authorized representative of HBI.

Bonds: The cost of a bond premium is not included in the contract price. If desired by and paid by the Owner/General Contractor, HBI will furnish a Payment and Performance bond. Payment for any bonds furnished by HBI will be invoiced separately at the time such bonds are furnished.

Changed Conditions: Notwithstanding all clauses of this subcontract, if Subcontractor, during its work, encounters 1) subsurface or latent physical conditions which differ from those indicated in this Agreement or in documents made available by Contractor or Owner, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then Subcontractor shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Changes by Others: HBI will be compensated for additional engineering services or additional costs resulting from changes made by others to our design, construction methods, or scope of work.

Confidentiality: All specifications, drawings, price and technical data submitted by HBI are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of HBI. Such information shall remain HBI's property and be returned to HBI upon demand.

Contract Documents: Information used to prepare this proposal has been furnished to HBI by the Owner/General Contractor or representative of either or both. If conditions are not in accordance with the information furnished, the recommended procedures, scope of work, and price of this proposal may not necessarily apply. The responsibility for delays or liabilities incurred by conditions other than represented shall be borne by the Owner/General Contractor. HBI assumes no legal liability for the design accuracy of the contract documents.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of HBI.

Force Majeure: HBI cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, terrorism, Act of God, or other similar circumstances beyond HBI control.

Hazardous Material: In the event that HBI encounters any hazardous material on the site which has not been rendered harmless, HBI shall immediately stop work in the area affected and report the condition in writing to the Owner/General Contractor. To the fullest extent permitted by law, the Owner and General Contractor shall indemnify and hold harmless HBI, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

Indemnity: Subject to the terms of the Liability Clause below, and to the correct soil conditions having been provided to us prior to our work, HBI shall insure, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, but only to the extent of the negligence of HBI, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or (2) to the injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of HBI.

Insurance: HBI will provide the following insurances within limits as shown.

Comprehensive General Liability: (Combined Single Limit, Bodily Injury and Property Damage)	\$1,000,000.00
Automobile Liability: (Combined Single Limit, Bodily Injury and Property Damage)	\$1,000,000.00
Workman's Compensation: <i>Special Coverage such as railroad protective or marine insurance is specifically excluded and may be available at an additional cost.</i>	Statutory

Labor Affiliations: HBI will employ union labor using traditional work assignments. If HBI's work under this proposal is delayed beyond May 31 of the calendar year of this agreement, due to no fault of HBI, HBI shall be entitled to compensation for escalation in labor rates.

Liability: HBI shall not be liable or responsible for defects of any kind whatsoever arising from a cause which is outside HBI's immediate control or knowledge, or for any fault in the junction between HBI's work and subsequent work carried out by others.

Limitation of Liability: We will perform the work in a professional manner in cooperation with the Owner, General Contractor, or Owner's Engineer/Architect. However, Hayward Baker shall not be liable for any damage to the structure, landscaping, utilities, French drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our on site representative prior to commencement of work.

Liquidated Damages: Hayward Baker shall not be liable or responsible for any liquidated damages, delay damages, or time-related penalties arising from the work.

MBE/WBE/DBE/SBE: HBI excludes all MBE/WBE/DBE/SBE and local residency participation requirements and penalties.

Period of Acceptance: This Proposal is offered for acceptance for a period of 30 days. The terms and pricing of this proposal shall not be extended beyond 30 days without the written consent of HBI.

Permits and Easements: All site permits and easements required to legally perform the work shall be obtained and paid for by others.

Standard Contract: This proposal when signed by both parties shall be the form of agreement. Any other contract form will require our review and must be fair to all parties. Where incorporated into a contract, this proposal shall supersede all conflicting terms of such a contract.

Tax Exempt Project: All sales and use taxes are excluded. Owner/General Contractor to forward project specific tax exempt certificate, prior to start of work.

Terms of Payment:

- a) Payment will be made within thirty (30) days of the dates on which progress invoices are rendered and are for the full amount of the proportion of the contract price represented by the work performed and materials delivered during the preceding month, less a maximum of five percent (5%) of such amount for retainage. No further retention is deducted after the amount invoiced exceeds 50% of the contract amount.
- b) Final payment including retention shall be made within thirty (30) days after the completion of our work, regardless of the anticipated project completion date.
- c) A service charge of one and one-half percent (1-1/2%) per month will be added to all amounts which remain unpaid for the period of thirty (30) days beyond the time specified for payment in Items (a) and (b) above.
- d) Payment will not be withheld in the event the Owner withholds payment from the General Contractor through no fault of HBI. If the Owner/General Contractor fails to make a payment or payments to HBI as herein provided, HBI may stop work without prejudice to any other right it may have.
- e) Owner/General Contractor agrees to pay HBI in addition to the interest set forth above all legal fees and costs incurred by HBI in our efforts to recover withheld funds.

- f) This proposal is made on our warranty that our right to Mechanic's Lien has not been waived. At final payment, we will release any right we may have against you for labor and materials furnished and for work installed by us.
- g) Any setoff conditions are specifically excluded.

Warranty: Limitation of Warranties: there are no expressed warranties by HBI other than those described in this document. The limit of our warranty will be one (1) year from the completion of our work.

PROJECT SUPPORT / EXECUTION:

The following items are specifically excluded and must be provided by Contractor or Owner at no cost to HBI:

Cleanup: Dumpsters, waste containers and disposal for all waste and debris generated from HBI's work. Street cleaning and truck wash down facilities.

Confined Space Operations: All time and costs associated with confined space training and operations. General Contractor to provide safe access for HBI personnel, appropriate lighting, ventilation and other required safety measures including stand-by/rescue personnel and equipment.

Electricity: Electric Service within 100 feet of HBI's operations rated at 110 volts/50 amps.

Engineering: All plans, specifications and designs necessary for the work, unless otherwise specified herein.

Excavation and Spoil Removal: All necessary excavation, loading, hauling and disposal, including removal of solid and liquid waste materials resulting from the work. Note that grout waste has high pH (approximately 11) and Contractor should handle and dispose of this material appropriately.

Layout and As-builts: All general and specific layout. Continuous and complete survey, field layout and grades at all work locations and any post construction and/or as-built surveys of the completed work.

Lighting: Reasonable site lighting for safe work and site security.

Noise and Dust Control: Provide and maintain noise abatement measures/devices (e.g. sound walls), if required. Provide and maintain ventilation and/or dust control barriers etc., if required.

Obstruction: Delays and costs resulting from manmade or naturally occurring obstructions are excluded. HBI shall be compensated for the costs of excavating, removing, or otherwise dealing with such obstructions per the Schedule of Prices.

Progression of the Work: HBI's proposal is based upon carrying out the work in an organized, sequential, uninterrupted, and efficient manner during regular working hours, Monday through Friday, in a single mobilization to the site. HBI reserves the right to work overtime or weekends at HBI's own discretion without incurring charges for inspection, site overhead or other consequential charges. In the event that HBI's work is interrupted, impeded, or disrupted for any reason beyond our control, HBI shall be compensated for standby of the crew and equipment per the Schedule of Prices.

Restoration and Protection: Protect and restore all pavements, surfaces, finishes, landscape, hardscape, utilities, structures, or any other element, directly or indirectly affected by our work.

Sanitary Facilities: On-site sanitary facilities for the use of HBI employees.

Security: Site security including watchmen during non-work hours.

Site Access and Maintenance: Preparation and maintenance of clear, well drained, uninterrupted access ways, ramps and working platforms suitable for HBI equipment and trucks moving under their own power without mats which

allows work to be carried out in an orderly, efficient and uninterrupted manner. Any expense due to lack of availability of the site shall be charged as extra work. Access includes adequate ramps and platforms at suitable levels and should be available at the time and to the extent necessary to suit HBI's operations.

Site Preparation: Removal of all surface, subsurface, or overhead obstructions, topsoil, brush, organic material and other unacceptable material as necessary for HBI to perform its work.

Site Work: The work under this proposal does not include any excavation, backfilling, grading or sealing work required on the site to establish a working platform or to restore the site to the original or finished grade. All such work is to be furnished by others in a timely manner, so as not to impede the progress of the work or cause damage to the finished work.

Staging/Laydown Area: An area shall be provided on-site, adjacent to the work, for HBI's equipment, material storage, workshop, and site office(s). On-site parking for all HBI corporate vehicles.

Support and Protection of Adjacent Structures: Support and protection of adjacent structures and utilities is not included in HBI's scope of work. The Owner/General Contractor is obligated to notify adjacent property owners and utility companies in accordance with local laws and to ensure that such structures are protected.

Testing & Inspection: Required instrumentation, movement or vibration monitoring, site/building condition surveys, laboratory or field materials testing, construction/materials inspection services, and services of a geotechnical or structural engineer. Existing condition surveys of buildings, utilities, and facilities shall be taken after site preparation/demolition and prior to commencement of HBI's work.

Traffic Control: Provide all pedestrian and vehicular traffic control including signs, signals, devices, barricades and flagmen, if and when required.

Utilities: Locating utilities is not included in the scope of HBI's work. The Owner/General Contractor is obligated to ensure that all utilities are properly located including the proper notification of any utility locating service applicable to the work. All existing above and below ground utilities which may be affected by the work shall be located and exposed, removed, protected and/or relocated. The extent and location of adjacent utilities and services left in place shall be clearly and accurately marked out on site and shown to a HBI representative prior to the commencement of work. HBI cannot accept responsibility for any damage to any such utilities not thus indicated. Furthermore, it is possible that damage may occur as a result of heave, settlement or intrusion caused by HBI's work due to the unforeseeable condition of the ground or utility; consequently HBI can not accept responsibility for damages thus caused.

Vibration Liability: HBI cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. HBI requires that the Owner and Contractor indemnify HBI against any and all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to HBI's operations. Prevent surface water and subsurface or groundwater from accumulating in and on project site and surrounding area. Provide local disposal of wastewater created by HBI's operations.

Water Supply: Procure and supply adequate clean, potable, fresh water for the conduct of the work within 100 ft. of HBI's work.

Hayward Baker Inc.

Accepted by:

Name, Title, Date

Name, Title, Date



VILLAGE OF BARTLETT
2016 Earth Retention Design-Build
PROPOSAL TABULATION

May 26, 2017

SHEET 1

Item No.	Company	Unit	Quantity	Unit Price	Total	Comments
1	Thatcher, Inc 7100 Industrial Highway Gary, Indiana				\$125,000.00	Inferior bracing methodology - not recommended
2	Hayward Baker, Inc. W. Lake Street 60172				\$129,000.00	
3	Michels Corporation 1266 Orchard Road Montgomery, IL 60538				\$131,689.00	
4	Dunnet Bay Construction 115 N. Brandon Drive Glendale Heights, IL 60139				\$223,750.00	
5					\$0.00	
6					\$0.00	
7					\$0.00	
8					\$0.00	
9					\$0.00	
10					\$0.00	



Agenda Item Executive Summary

Item Name Engineering Services For Bartlett Transmission Mains Committee or Board Board

BUDGET IMPACT

Amount: ~\$400,000 Budgeted \$500,000

List what fund Water Fund

EXECUTIVE SUMMARY

On May 2, 2017, an Engineering Services RFP for the Bartlett Transmission Mains Improvements was sent out to 8 consulting firms. Submittals were due on May 17, 2017, and we received a total of 7.

All submittals were evaluated based upon project and staff experience and proposed fees. Fees ranged from \$351,700 - \$835,612 however, there were differences in the fees based on some including soil borings/geotechnical studies, environmental studies, easement documents, and construction inspection services. The qualifying firms were ranked and based upon PW staff evaluation and consensus, Rempe-Sharpe & Associates, Inc. was selected for the transmission main improvements. Rempe-Sharpe & Associates has provided a proposal for the project and this has been attached for your review. The proposal shows an estimated fee of \$351,700.00 which includes an estimated 8 months of construction services.

I have worked with Rempe-Sharpe & Associates previously at the City of Geneva and they performed well with City staff. Based upon staff selection and previous project experience, I recommend that the engineering services for Bartlett transmission mains be awarded to Rempe-Sharpe & Associates, Inc.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Services Agreement between the Village of Bartlett and Rempe-Sharpe & Associates, Inc.

Staff: Dan Dinges, Director of Public Works Date: 06/12/17

Memo

DATE: June 12, 2017

TO: Paula Schumacher
Acting Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: DuPage Water Transition – Engineering Services For Bartlett Transmission Mains

On May 2, 2017, an Engineering Services RFP for the Bartlett Transmission Mains Improvements was sent out to 8 consulting firms. Submittals were due on May 17, 2017, and we received a total of 7.

All submittals were evaluated based upon project and staff experience and proposed fees. Fees ranged from \$351,700 - \$835,612 however, there were differences in the fees based on some including soil borings/geotechnical studies, environmental studies, easement documents, and construction inspection services. The qualifying firms were ranked and based upon PW staff evaluation and consensus, Rempe-Sharpe & Associates, Inc. was selected for the transmission main improvements. Rempe-Sharpe & Associates has provided a proposal for the project and this has been attached for your review. The proposal shows an estimated fee of \$351,700.00 which includes an estimated 8 months of construction services.

I have worked with Rempe-Sharpe & Associates previously at the City of Geneva and they performed well with City staff. Based upon staff selection and previous project experience, I recommend that the engineering services for Bartlett transmission mains be awarded to Rempe-Sharpe & Associates, Inc.

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Services Agreement between the Village of Bartlett and Rempe-Sharpe & Associates, Inc.

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT
AND
REMPE-SHARPE & ASSOCIATES, INC.**

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

SECTION ONE: The Professional Services Agreement dated June 20, 2017, between Rempe-Sharpe & Associates, Inc. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on June 20, 2017 and approved on June 20, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

/ (the "Agreement")

THIS IS AN AGREEMENT effective as of June 20, 2017 ("Effective Date") between
the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage ~~and Kane Counties~~ ("Owner")
and Rempe-Sharpe & Associates, Inc. ("Engineer")
Engineer agrees to provide the services described below to Owner for Transmission Main
Improvements Project ("Project").

Description of Engineer's Services: Design Engineering Services and Phase III Construction
Observation Services in accordance with the following documents, which are each expressly
~~incorporated herein by reference and shall be defined and hereafter referred to collectively as the~~
"Contract Documents": (i) Rempe-Sharpe & Associates Proposal dated May 16, 2017 (the
~~"Engineer's Proposal"; (ii) Request for Proposals for Engineering Services for Transmission Main~~
Improvements issued by the Village of Bartlett dated May 2, 2017 and Addendum #1 thereto
~~dated May 9, 2017; (iii) this Agreement; and (iv) Rider R-1 attached hereto, including Part 1:~~
Insurance and Indemnification Requirements, and Part 2: Other Terms and Conditions.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

charges. Payments will be credited first to interest and then to principal.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

A. Engineer shall provide, or cause to be provided, the services set forth in ~~the Agreement~~ ^{the Contract Documents}, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer;

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction

contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater~~

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with ~~the Contract Documents~~ appendix) ~~and Exhibit A~~ expressly incorporated constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01. ¹Payment (Lump Sum Basis) to furnish services detailed in Part B of the Engineer's Proposal

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 180,700

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 24 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.~~

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

License or Certificate No. and State _____

Address for giving notices:

Address for giving notices:

9.01. ²Payment (Hourly Rates Plus Reimbursable Expenses) for Phase III Engineering

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

- 2. Engineer's Standard Hourly Rates are attached as Appendix 1, Exhibit "A" to the Engineer's Proposal entitled Schedule of Engineering Charges by Rempe-Sharpe & Associates, Inc.
- 3. Effective Time Period for this Schedule: 1/1/17 - 12/31/17.

The total compensation for services and reimbursable expenses is estimated to be \$ \$171,000

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 8 months from award of Contract. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
VILLAGE OF BARTLETT

ENGINEER:
REMPE-SHARPE & ASSOCIATES, INC.

By: _____
Kevin Wallace

By: _____

Title: _____
Village President

Title: _____

Date Signed: _____

Date Signed: _____

License or Certificate No. and State _____

Address for giving notices:
Village of Bartlett

228 South Main Street

Bartlett, Illinois, 60103

Address for giving notices:
Rempe-Sharpe & Associates, Inc.

324 West State Street

Geneva, Illinois, 60134

RIDER R-1 to Short Form of Agreement Between Owner and Engineer for Professional Services between the Village of Bartlett ("Owner") and Rempe-Sharpe & Associates, Inc. dated as of June 20, 2017 and the other "Contract Documents" as defined therein.

Part 1: Insurance and Indemnification Requirements:

A. Commercial General and Umbrella Liability Insurance.

Engineer shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project/location (ISO CG 25 03 or 05 04), or the general aggregate shall be twice the required occurrence limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 1093, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Bartlett (the "Village") its officials, officers, employees, and agents shall be included as an insured under the CGL with respect to liability arising out of work or operations performed by or on behalf of the Engineer, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any, (collectively, the "Additional Insured"). This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them.

B. Professional Liability Insurance.

Engineer shall maintain professional liability (errors and omissions) insurance, and if necessary commercial umbrella liability insurance, with a limit of not less than \$1,000,000 per occurrence or claim arising out of performance or failure to perform professional services, \$2,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance.

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01 covering Code 1 (any auto), or if Engineer has no owned autos, Code 8 (hired) and Code 9 (non-owned), or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

Engineer shall maintain workers compensation as required by statute, and employers liability insurance. The employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Engineer waives all rights against the Additional Insured, and all of them, for recovery of damages arising out of or incident to the Engineer's work.

E. General Insurance Provisions.

1. Evidence of Insurance.

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

All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material adverse change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested and ten (10) days prior notice to the Village by certified mail, return receipt requested in the event of non-payment of an insurance premium by Engineer.

Failure of the Village to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Engineer's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Engineer from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Contract at the Village's option.

Engineer shall provided certified copies of all insurance policies required above within ten (10) days of the Village's written request for said copies.

2. Acceptability of Insurers.

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

3. Cross-Liability Coverage.

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

4. Deductibles and Self-Insured Protection.

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

5. Subcontractors and Consultants.

Engineer shall cause each subcontractor and consultant employed by or acting on behalf of Engineer to purchase and maintain insurance of the type specified above. When requested by the Village, Engineer shall furnish copies of certificates of insurance evidencing coverage for each such subcontractor and consultant.

F. Indemnification.

Engineer shall indemnify and hold harmless the Village and its officers, officials, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of Engineer's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use there from, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Engineer, any subcontractor of any tier, and/or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent attributable to the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Engineer shall similarly protect, indemnify and hold and save harmless the Village, its officers, officials, employees, and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Engineer's breach of any of its obligations under, or Engineer's default of, any provision of the Contract. Engineer's obligations to indemnify hereunder shall survive the expiration and/or termination of the Agreement.

Part 2: Other Terms and Conditions:

1. Any and all references requiring the Village to indemnify Engineer shall be deleted in their entirety.
2. Any limits on Engineer's liability shall be deleted in their entirety other than as provided herein.

3. Final documents prepared by Engineer shall comply with applicable federal, state, and local codes, regulations and laws in effect as of the date said documents are prepared. In the event such codes and regulations are amended following the preparation of said documents and/or in the event applicable codes and/or regulations are enacted following such documents preparation, Engineer shall revise same accordingly and shall be compensated for such revisions in accordance with the hourly rates set forth in Engineer's Proposal.

4. It is intended by the parties to this Agreement that the Engineer's services in connection with the Project shall not subject the Engineer's individual employees, officers, principals, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Village agrees that any claim, demand or suit by the Village hereunder shall be directed and/or asserted only against the company, [an Illinois corporation/LLC], and not personally and individually against its, employees, officers, directors, and/or principals.

5. All references to mediation and arbitration shall be deleted in their entirety.

6. In the event of breach and/or default under the Agreement, the non-defaulting/non-breaching party shall be entitled to all rights and remedies available at law and/or equity, including reasonable attorney's fees.

7. Engineer shall exercise professional skill and judgment in the manner which can be reasonably expected from other engineers performing similar services to those required hereunder.

8. Village Immunities and Privileges.

A. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended either expressly or impliedly to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village, and/or its officials, officers, employees and/or agents.

B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool or similar entity of the Village shall be allowed to raise any and all defenses statutory and/or common law to such claim or action which said party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

9. Miscellaneous.

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

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

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

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

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

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

G. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Illinois, and venue for enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

H. In the event of a conflict between the terms and conditions set forth in the Agreement, the RFP, the Engineer's Proposal, and this Rider R-1, the terms and conditions of this Rider R-1 shall control.

This agreement shall be in effect from _____, 2017 until the COMPLETION OF THE PROJECT, inclusive.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2017.

VILLAGE OF BARTLETT

REMPE-SHARPE & ASSOCIATES, INC.

By: _____
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

By: _____
Title: _____

Date: _____

Date: _____

MEMO

Date: June 7, 2017

To: Paula Schumacher, Acting Village Administrator

From: Dan Dinges, Public Works Director

Re: ***Public Works Purchase of Two (2) International Dump Trucks***

I have received all of the necessary information regarding the purchase of Two (2) Dumps Truck through the State of Illinois Joint Purchase Program.

Rush Truck Centers of Springfield Illinois was awarded the contract for these vehicles which include dump bodies and snow removal equipment. The cost for the trucks delivered to Bartlett is \$266,392. There is a budget of \$260,000 in the current budget for this vehicle purchase.

These trucks will replace two of our 2007 Internationals, both of which will be sold at auction after the new trucks are delivered. Based on past auctions we anticipate the selling price for the old trucks to be approximately \$20,000 each.

I would recommend the Village of Bartlett purchase Two (2) International Dump Trucks with snow removal equipment from Rush Truck Centers of Springfield for the total amount of \$266,392.

Please place this on the next available Village Board Agenda.

Motion: I move the Village Board award the purchase of One (1) International Dump Truck with Snow Removal Equipment through the State of Illinois Joint Purchase to Rush Truck Centers of Springfield, in the amount of \$266,392.

cc: Todd Dowden, Finance Director



New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Solicitation # 227888 - Contract # PSD4018132

Keith Watson
 CONTACT NAME
 Village of Bartlett
 BUYER INFORMATION
 228 S. Main Street
 ADDRESS
 Bartlett, IL 60103
 CITY/ STATE/ ZIP
 630-837-0811 phone 630-837-9043 fax kwatson@vbartlett.org
 PHONE/ FAX/ EMAIL
 FEIN # / TAX EXEMPT # / COUNTY

DATE: 06/05/17

Contact: Kevin Burdell
 Municipal Fleet Sales
 3441 Gatlin Drive Springfield, IL 62707
 Ofc: 217-718-2217
 Email: BurdellK@rushenterprises.com

Please Circle Cab Color:
 Red-2303 / IDOT Orange / Omaha Orange
 School Bus Yellow / Blue 6800 / Blue Met-6E12
 Green-5047 / White / Black

2018 INTERNATIONAL 7400 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
 120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
N9 275HP/ 860# TORQUE w/ GRID HEATER
3000RDS Allison Six (6) speed trans. w/ T-Handle & External Trans. Cooler
 Extended Life Oil Pan/ Transmission TCM mounted inside cab
 Transmission temp. gauge/ Hour meter/ Plow light Switch
 Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
 "Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
 Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
 Air Brakes w/ 13.2 compressor/ Bendix air dryer/ DV2 Heated drain valve
 Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
 Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
 Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
 100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water separator
 9.5 gallon DEF tank mounted driver side
 Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
 Horizontal muffler mounted under cab w/ vert. exhaust pipe & 36" turn out
 Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
 AM/FM/WB radio / Air conditioning / Cigar lighter
 Black heated mirrors w/ Black heated fender-mounted convex mirrors
 Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
 315/80R22.5 Continental (20PLY) STEER TIRES w/ Gray Powder coat wheels
 11R22.5 Continental (14PLY) DRIVE TIRES w/ Gray Powder Coat Wheels

Sales price \$75,974.00
 Options (\$801.00)
 Body price \$57,920.00
 Freight \$0.00
 Sub-total \$133,093.00
 Trade _____
 License/ Title \$103.00
 Total \$133,196.00

177" WB / 102" CA	\$	-
Omit Front PTO Adaptor	\$	(141)
Trans Dipstick - right side	\$	49
14K Front Axle/Springs/12R22.5 tires	\$	(782)
Bright Finish Mirror Heads	\$	148
70 Gallon Fuel Tank	\$	(75)
White Powder Coat Wheels	\$	-

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph)

Please include copy of tax exempt form w/ your order.
 All prices are F.O.B. Springfield, Illinois
 Payment in full is due at time of delivery.

Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer _____ Purchase Order Number (if applicable) _____

Pricing good through 8-2-17



Agenda Item Executive Summary

Item Name Purchase of One (1) Small Dump Truck Committee
or Board Board

BUDGET IMPACT

Amount:	\$71,349	Budgeted	\$72,000
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List what fund	General Fund
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EXECUTIVE SUMMARY

I have received all of the necessary information regarding the purchase of One (1) Ford F550 Dump Truck through the State of Illinois Joint Purchase Program. Landmark Ford Incorporated of Springfield, Illinois was awarded the contract for this vehicle. The cost for the truck delivered to Bartlett is \$71,349. There is a budget of \$72,000 in the current budget for this vehicle purchase.

This truck will replace Truck # 013, a 2008 Ford which will be sent to auction after the new truck is received. Based on past auctions we anticipate the selling price for the old truck to be approximately \$10,000.

ATTACHMENTS (PLEASE LIST)

Memo, Quote

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move the Village Board award the purchase of One (1) Ford F550 Dump Truck with Plow and Spreader through the State of Illinois Joint Purchase to Landmark Ford Incorporated of Springfield, Illinois, in the amount of \$71,349.

Staff: Dan Dinges, Public Works Director

Date: 06/07/2017

MEMO

Date: June 8, 2017

To: Paula Schumacher, Acting Village Administrator

From: Daniel Dinges, Public Works Director

Re: ***Public Works Purchase of One (1) Small Dump Truck***

I have received all of the necessary information regarding the purchase of One (1) Ford F550 Dump Truck through the State of Illinois Joint Purchase Program.

Landmark Ford Incorporated of Springfield, Illinois was awarded the contract for this vehicle. The cost for the truck delivered to Bartlett is \$71,349. There is a budget of \$72,000 in the current budget for this vehicle purchase.

This truck will replace Truck # 013, a 2008 Ford which will be sent to auction after the new truck is received. Based on past auctions we anticipate the selling price for the old truck to be approximately \$10,000.

I would recommend the Village of Bartlett purchase One (1) Ford F550 Dump Truck with plow and spreader from Landmark Ford Incorporated of Springfield, for the total amount of \$71,349.

Please place this on the next available Village Board Agenda.

Motion: I move the Village Board award the purchase of One (1) Ford F550 Dump Truck with Plow and Spreader through the State of Illinois Joint Purchase to Landmark Ford Incorporated of Springfield, Illinois, in the amount of \$71,349.

cc: Todd Dowden, Finance Director

Quote

Landmark Ford Inc. You Always Do Better At Landmark

DATE: June 8,2017

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Village of Bartlett

DESCRIPTION	AMOUNT
2017 F-550 cab & chassis state contract # 4018300	\$ 29,789.00
engine block heater	69.00
Intergrated brake controller	270.00
Snow Plow prep package	79.00
Cab steps regular cab	320.00
Payload upgrad package to 19,000#	1,155.00
Trans Power take off provision	280.00
Upfitter interface module	295.00
Spare tire & Wheel	350.00
Delivery one unit	275.00
Daytime running lights	45.00
Cloth 40/20/40 seat	100.00
Lic & Title M-Plate	175.00
Monroe equipment body quote # 9trr001352	38,147.00
Color Blue Jeans/Gray cloth interior	
SUBTOTAL	\$ 71,349.00
Units	1
Sub total	
OTHER	
TOTAL	\$ 71,349.00

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, 1 217 862 5253 email steve.decker@landmarkauto.com
THANK YOU FOR YOUR BUSINESS!



Agenda Item Executive Summary

Item Name	Bartlett ADA Transition Plan	Committee or Board	Board
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BUDGET IMPACT

<i>Amount:</i>	\$10,000	<i>Budgeted</i>	\$10,000
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List what fund MFT and Streets Sidewalk and Curb Replacement

EXECUTIVE SUMMARY

Village Board reviewed the ADA Transition Plan at the previous, June 6th Committee of the Whole meeting, and requested to move it forward to the Village Board for a vote. In accordance with Title II of the Americans with Disabilities Act (ADA), staff has created a Transition Plan for all of the public right of ways and sidewalks within the Village. Staff started this process once the ADA updated the requirements of the sidewalks and right of ways to include truncated dome curb cuts, and required an active plan for transitioning the “older” curb cuts, into the more updated version. This plan took an inventory of our current sidewalks and right of ways and created a multi-year plan to create safe and compliant right of ways at intersections for all pedestrians. There will be a budgeted amount of \$10,000 each year out of the MFT and Street Department’s Sidewalk and Curb Replacement fund until the work is complete.

The highest priority intersection crossings are the curbs within the roads being resurfaced with MFT funds. Once the curbs in the resurfacing area are all compliant, any remaining funds shall be utilized to install compliant curbs per the plan until all curbs are within compliance.

This document is subject to change if there is ever a need to do so, or if a new priority area comes about. The implementation of this plan will create a safer and more walkable Village for the residents. Attached is a copy of the plan for your review.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Plan

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2017-_____, a resolution adopting the Village of Bartlett’s ADA Transition Plan for Public Right of Ways and Sidewalk

Staff: Tyler Isham, Management Analyst Date: 06/06/2017

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Tyler Isham, Management Analyst
Date: 6/9/2017
Re: ADA Transition Plan

The Village Board reviewed the ADA Transition Plan at the previous June 6th Village Committee of the Whole meeting and requested to move it forward to the Village Board for a vote. In accordance with Title II of the American with Disabilities Act (ADA), staff has created a Transition Plan for all of the public right of ways and sidewalks within the Village. The staff started this process once the ADA updated the requirements of the sidewalks and right of ways to include truncated dome curb cuts, and required an active plan for transitioning the “older” curb cuts, into the more updated version. This plan took an inventory of our current sidewalks and right of ways and created a multi-year plan to create safe and compliant right of ways at intersections for all pedestrians. There will be a budgeted amount of \$10,000 each year out of the MFT and Street Department’s Sidewalk and Curb Replacement Fund until the work is complete.

The plan consists of multiple years. The highest priority intersection crossings are the curbs within the roads being resurfaced with MFT funds. Once the curbs in the resurfacing area are all compliant, any remaining funds shall be utilized to install compliant curbs per the plan until all curbs are within compliance.

This plan is subject to change if there is ever a need to do so, or if a new priority area is identified. The implementation of this plan will create a safer and more walkable Village for the residents. Attached is a copy of the plan for your review.

MOTION

I MOVE TO APPROVE RESOLUTION NO. 2017-_____ A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT’S ADA TRANSITION PLAN FOR PUBLIC RIGHT OF WAYS AND SIDEWALK

RESOLUTION 2017-_____

A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT'S ADA TRANSITION PLAN FOR PUBLIC RIGHT OF WAYS AND SIDEWALK

WHEREAS, as required by the law, the Department of Public Works has prepared an ADA (American with Disabilities Act) Transition Plan 2017 for Public Right of Ways and Sidewalk for the Village of Bartlett; and

WHEREAS, The Village of Bartlett staff has thoroughly reviewed the plan and recommends the Village of Bartlett Board of Trustees approve the plan; and

WHEREAS, it is in the best interest of the safety of the residents of the Village of Bartlett that this plan should be adopted; and

WHEREAS, providing a safe and equal access to all public programs and walkways is important for all residents and visitors of the Village;

NOW, THEREFORE, BE IT RESOLVED, that I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, adopt the Village of Bartlett ADA Transition Plan for Public Right of Ways and Sidewalk.

ROLL CALL VOTE:

AYES:

NAYS: None

ABSENT:

PASSED: June 20, 2017

APPROVED: June 20, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017-_____ enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



The Village of Bartlett's ADA Transition Plan for Municipal Facilities and Public Right of Ways



Village of Bartlett, Illinois
Updated: May 2016



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DEMOGRAPHICS AND HISTORY

The Village of Bartlett is a northwest suburb of Chicago. The town sits approximately 30 miles from Downtown Chicago and 20 miles from O'Hare International Airport. The current population of Bartlett is 41,208 as of the 2010 census.

Luther Bartlett started a woodlot for lumber in the area that would become Bartlett in 1843. He donated some acres to create a train depot going through from Elgin to Chicago in the 1870's. Bartlett was officially incorporated on February 28, 1891. The Village of Bartlett now has relied on some light industrial and retail along the Route 59 corridor within the Village for the majority of its economy. The village is divided into three counties; Cook, DuPage, and a little bit of Kane Counties. The municipality currently covers roughly 16 square miles.

The municipal complex contains the Village Hall and Police Department. Village Hall is where the Administration, Finance, Building, and Community Development Departments are located. Public Works is located on the southern end of the village in a different location and was built in 1997. The municipal complex was built in 2006, and the construction of a new Police Department has been approved. The Village also owns and operates an 18-hole municipal golf course.

PURPOSE

The purpose of the Transition Plan is to ensure that the citizens of Bartlett are provided full access to Village programs, services and activities as reasonably possible. The Village has received input from individuals and organizations at public meetings.

Title II of the ADA requires that each of the Village's services, programs and activities, when viewed in their entirety, be readily accessible and usable by individuals with disabilities. The Village Board adopted a resolution dated July 21, 1992 titled "Resolution of Compliance with the Americans with Disabilities Act" in accordance with the requirements of ADA.

This Plan identifies two forms of barriers: physical and programmatic barriers

Physical barriers include the following:

1. Parking
2. Paths of entry/travel
3. Doorways
4. Restrooms
5. Service counters
6. Stairways
7. Curb Ramps
8. Sidewalks

Programmatic barriers include the following:

1. Building signage
2. Customer communications and interaction
3. Access to public telephones
4. Emergency notifications, alarms, visible signals
5. Communications (via Internet, public meetings, telephone)

Village facilities, programs, services, policies, practices and procedures will continue to be surveyed on an ongoing basis, and the Plan may be revised from time to time to account for changes to Village activities. An accessibility inventory of sidewalks, curb ramps, marked crosswalks and government buildings have been completed, and an approach has been put in place to ensure that Village programs, activities and services are handicap accessible.

The Plan will be posted on the Village website for review and consideration by the general public. Individuals may submit comments on the accessibility of Village programs and facilities by contacting the Village's ADA Coordinator, the Village Clerk, or the designee at 630-837-0800 or by e-mail at pschumacher@vbartlett.org.

PHYSICAL BARRIERS

The Village owns the following properties:

1. Village Hall, including Administrative offices and Police Department.
2. Public Works Administration Building
3. Bartlett Hills Golf Course
4. Public Works Garages (x3)

5. Salt Storage Building
6. Village of Bartlett Wastewater Treatment Plant
7. Lake Street Elgin Pumping Station
8. City Public Parking Lots with Metra
9. Glen Koehler Field
10. Ruzicka Field
11. Bartlett Park
12. Surface Improvements to Public Streets and Sidewalks Within the Municipal Limits of the Village

A self-evaluation and inventory of the Village's accessibility to sidewalks, curb ramps, government buildings and programs has been conducted for public input as referenced in attached Exhibit "A". Sidewalk evaluation has been completed and additional criteria may be added. A GIS map of existing sidewalks, curb ramps, and crossings within the Village of Bartlett including a GIS map and access to State/local government facilities is attached as Exhibit "B".

BASELINE CONDITIONS

Each of the Village's facilities were reviewed for several "baseline" conditions, including:

1. Access to parking and entry into the facilities;
2. Access to a clear and distinct path of travel;
3. Access to programs and services;
4. Access to public areas and restrooms; and
5. Access to related amenities

CRITERIA FOR DETERMINING EXISTENCE OF IMPEDIMENT

Criteria were established to determine whether corrective action needs to be taken at a particular facility. The criteria include, but are not limited to:

1. The nature of unique programs or services. Some facilities and sites are the only location that a particular program or service may be provided.

2. Facilities already in compliance with ADA Accessibility Guidelines. Most of the Village's facilities were constructed or underwent major renovations after the effective date of the ADA.
3. Ability to relocate programs from one facility to another accessible facility. Because the Village offers special programs and services at more than one location, consideration was given to distribution of special programs and services when viewed in their entirety.
4. Community/staff input. Input from members of the disabled community has been included in the process whenever complaints or new federal regulations have been implemented.
5. Current state of accessibility. The current condition of each facility in terms of barriers already removed or planned for removal, as identified by Village administration.
6. Cost. The cost of alternatives to physical barrier removal versus the cost of an alternative corrective action plan.
7. Public use. The population served by a particular program or service and whether the public can obtain service from an alternative Village location.
8. Maintenance. The maintenance of current facilities is ongoing. Sidewalks will be addressed when there is review of complaints and will be brought to ADA standards. Curb ramps will be prioritized by MFT Road-work funds or by the specific subdivision in line with money left over.

PROGRAMMATIC BARRIERS

The Village recognizes not all barriers to the Village's programs, services and activities are physical in nature. Other administrative barriers exist that must be overcome to provide complete government services to those who are disabled.

Communications

The Village's Plan incorporates steps to ensure that communications with people with disabilities are as effective as communications with others to provide direct and equal access to persons with disabilities. The 9-1-1 calls and police within the Village are dispatched through DUCOMM.

As to communications the Village does handle, including website communications, communications relating to Village administration and open public meetings, and other communications regarding the Village's programs, services and activities, the Village currently:

- Produces documents in Braille, and
- Has interpreter services and other providers so that interpreters and other aides may be available on short notice.

The Village also takes the following additional specific actions to improve communications:

1. Agenda text. At request, the Village will print certain portions of meeting agendas in large-font type so that the content of agendas of public meetings can be more easily reviewed. Minutes and agendas may also be read for those who are blind at request.
2. Website communication. The Village has also posted, and will continue to post, agendas on the Village website, which, when used with the free Adobe Acrobat Reader function, allows for enlargement so that the contents of agendas may be viewed from one's personal computer. The Village will continue to ensure that the website is held up to ADA standards.
3. Accommodations for hearing impaired persons/use of auxiliary aids. The Village has equipment, upon request, specifically designed to assist hearing impaired persons to fully participate in Village meetings in the Council Chambers, including the use of sign language interpreters.
4. Participation in/accessibility to public meetings. The Village has already taken substantial efforts ensuring public meetings are held in ADA accessible facilities. The Village conducts all public meetings in ADA accessible facilities and will make specific accommodations, where necessary, to ensure that meetings among residents and Village staff can be held within ADA accessible facilities.
5. The Village ensures to comply with Title VI to ensure that no minority or low income population suffers disproportionately high and adverse human health or environmental effect due to any programs, policies and activities undertaken by any agency receiving federal funds.

ADA Grievance Coordination/Administration

The Village has established an ADA Grievance Policy and Procedures, including a grievance form, attached as Exhibit “C”. The Village has posted the ADA Grievance Policy at Village Hall and on the Village Website, with reporting directly to the Assistant Village Administrator, who is the ADA Coordinator. It is the Village’s hope that good communication will ensure that the Village provides a forum in which individuals can raise issues related to access.

Accommodation of Disabled Persons in Municipally-Sponsored Programs

The Village is committed to enabling persons with disabilities to participate in municipally-sponsored programs. This includes recreation activities sponsored by the Village, community forums and other events hosted or sponsored by the Village. The Village will achieve this goal by integrating all of the steps outlined above into these programs, including providing for effective communications and ensuring meeting and events are, to the extent possible, held in ADA accessible facilities.

Employment

The Village open job positions through the local newspaper, the Village Website, and other job position advertisement sources. Each department has their own criteria and specifications based on specific job descriptions. If requested by the applicant, the Village would make reasonable modifications or adjustments to the application process that would enable a qualified individual with a disability to be considered for the position he or she desires. Applicants are chosen for interviews based on the qualifications reflected on their applications.

According to the Village’s Employee Work Policy, a written job description within the Village organizational structure is on file with the Human Resource Manager. Such description sets out the general duties of each position, including, but not limited to, the following: department, division, job title, general statement of job duties, distinguishing characteristics of the class, supervision received, supervision exercised, examples of duties, required skills, knowledge and abilities, acceptable education and experience, responsibility and impact, decision making, communication and customer service, problem solving and innovation, supervision, working conditions and necessary special requirements.

The Village is to ensure that there is no discrimination on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal

Employment Opportunity Commission under Title I of the ADA. The Village Board adopted a resolution dated January 19, 1993 titled “Resolution of Compliance with the Americans with Disabilities Act” in accordance to ADA requirements.

CONCLUSION / ACTION LOG

The Village is taking actions referenced above and will continue to look for and timely remedy barriers to access in an effort to ensure that the disabled residents of the Village of Bartlett are given access to the Village’s programs, services, and activities.

To confirm follow-up on corrective actions under the Plan, the Village will institute an ADA Action Log, as attached on Exhibit “D”, based on review of deficiencies and sidewalk conditions with efforts of documenting compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. From and after the adoption of this Plan, the ADA Action Log will be updated on an annual basis. The ADA Action Log shall be available upon request.

The criteria measure for accessibility within the transition plan is based on safety, volume of use by the general public and a first step approach to solving accessibility issues (e.g. access to parking solved as a first step approach to solving accessibility problems). Priorities are based on each fiscal year for planning purposes.

Funding is based on the Department of Justice’s regulations, which provide that elements of facilities that were built or altered in compliance with the previous standards are not required to be in compliance with the 2010 guidelines until the elements are subject to a planned alteration. The sidewalks are based off of Motor Fuel Tax Funds and done in conjunction with the current roads being remedied. Any remaining funds left over allotted for each year will be used according to which subdivision is on the list next until all intersection curbs are ADA compliant.

Deficiencies in the physical features of facilities that diminish the ability of disabled persons to benefit from the Village’s programs, services and activities are identified. A correction plan or other course of action is noted for each deficiency, along with a schedule of completion for each correction.

EXHIBIT “A”

SELF EVALUATION AND INVENTORY FOR PUBLIC INVOLVEMENT SIDEWALKS AND CURB RAMPS ACCESSIBILITY

The Village of Bartlett utilizes a GIS program to track existing sidewalks and curb ramps within the Village, and has collected data on the condition and type of curb that is at the intersection. The different curb cuts were labeled as being either perpendicular or diagonal towards the street intersection; being a ramp or raised curb; and having any detectable warning (e.g. truncated domes, diamond cuts, etc.). The current ADA compliance requires curb ramps to have a slope, truncated domes and for the intersections to be perpendicular as opposed to diagonal. Sidewalks and curb cuts not in this condition may have significant barriers to people with disabilities. Newer sidewalks and curb cuts have been put into place using several mechanisms, including Village ordinances, annual sidewalk improvement plans, and outside funding such as the Motor Fuel Tax.

Village Code 7-1-3 provides that any repairs done to the sidewalks, either by the Village or the abutting owner, must be done in accordance with the current compliance of the ADA and requirements set forth by the Director of Public Works.

Village Code 9-8-9 gives the exact specifications for materials needed for public sidewalks.

Village Code 7-6-19 states that if a building is reconstructed the outside of the building must be brought up to current code including all abutting sidewalks and public right of ways and side streets damaged by the construction.

The Village installs curbs as part of street and sidewalk projects. Since the ADA requires that funding priority be given to walkways serving local and state government offices and facilities, these conditions have received the highest priority in the Village's self-evaluation process. High priority is given to curb ramps that will allow for safe crossings at controlled or marked intersections within the MFT road resurfacing and then the subdivisions beyond that.

Most of the Village sidewalks were built within early compliances. Most of the sidewalks that have been built have been consistently maintained throughout the Village. As the guidelines for the ADA grew, the Village had to take into account these new requirements in an attempt to become compliant with the current laws. Most curb ramps within the Village are not to the current ADA standards. Most are cut, but there is a strong mix between diagonal toward the intersection and the appropriate perpendicular cut. Fortunately, most curbs are cut at the current ADA compliant slopes within the Village. Since the start of the new requirements, the Village has required all curb ramps being replaced to coincide with the new truncated dome panels, perpendicular sloped ramps.

The Village plows do their best to ensure that the curb ramps are accessible after snowfalls. Although not done on every intersection, smaller trucks will come to remove the snow at busy intersections and around schools in order to maintain safety for school children and other residents along with employees. Per Village code, it is the responsibility of the abutting property owner to maintain the sidewalk in front of their home or business to keep the sidewalk clear of snow and ice. The Village maintains education on the responsibility of the homeowners through the newsletter during the cold months and the Village Website. It is the duty of the homeowner to refrain from having obstructions on the sidewalk and curb ramps. Sidewalks are to be free of any obstructions including trees, shrubs, bicycles, trash cans, parked cars or other objects that may

deter people from travelling safely on sidewalks. The Village's Public Works Department organizes a scheduled leaf, branch and other yard waste items pick-up to assist in disposing these items that may be obstructing the right of ways.

GOVERNMENT BUILDING ACCESSIBILITY

The Village of Bartlett government buildings are moderately new structures. The oldest of buildings were not necessarily built for accessibility and may have multiple deficiencies limiting their accessibility. Newer facilities have fewer accessibility deficiencies. Accessibility solutions include capital improvements, such as remodeling or replacement, corrective maintenance to include repair, replacement and addition of asphalt and concrete surfaces to meet accessible route and clear space requirements, and scheduled maintenance, such as adjustments to door closures or drinking faucet control adjustments. Other accessibility solutions include Braille signage on restroom facilities and elevator.

VILLAGE HALL

The current Village Hall was constructed through 2004 and ended in 2006. The Village Hall is the current spot where the Administration, Building, Community Development, Finance and Police Department are all located. The Village Hall also hosts a Museum area as well as the Council Chambers. Village Hall is also attached to the Police Department. Because most of the Police Department is not accessible to the public, holds a high degree of physical ability in the job, and is soon to be renovated, the building was not evaluated under these criteria.

The current Village Hall Municipal Complex is mostly compliant with the ADA requirements. The complex is accessible via the front doors with automated door openers for

disabled persons to be able to gain access. There is also an elevator that would allow them to get to the upstairs area. All signs within the Village Hall also include Braille underneath for those that have a hard time seeing or are blind. The restrooms and entry points throughout the entire Village Hall were evaluated for compliance.

Parking: The Village Hall has two asphalt surfaced parking lots with a total of 110 spaces. The employee parking lot has 60 spaces and the public parking lot has 50 spaces. For the public lot, there is a space that is van accessible. The spaces are mostly, if not, entirely compliant with current guidelines.

Accessible Routes: A level paver surface connects the parking lot to the entrances of the Village Municipal Complex and doors. Circulation paths inside the building are accessible. Floor coverings, hallway spaces and turning areas are compliant and adequate as well.

Building Entrances: There are three public entrances and four restricted entrances provided to the building. Each public entrance and one restricted entrance should be accessible. Doors to the public entrances are automatic and accessible. The restricted entrances have key-card entrances for employees so they would not be fully accessible. The employee entrances do not have automatic openers in case an employee would need help opening the door so they are not accessible. The Southern employee entrance also has an excessive closing speed. Employee entrances can be operated by one hand which does help accessibility.

Consider adding automatic openers to an employee entrance so it could be fully accessible.

Interior Doors: Interior doors to public areas and restrooms were specifically evaluated. Restroom and toilet room doors are discussed below with the toilet facilities. The doors to the public areas

open with an acceptable speed and provide the appropriate space for egress maneuvering clearances. Braille signs to permanent public rooms are attached and affixed in the proper location.

Doors to employee rooms were not specifically evaluated, but they all appear to be wide enough as well with adequate hardware and maneuvering clearance.

Elevator: An elevator provides an accessible route to the second floor. It is accessible and with Braille on the buttons for the emergency controls.

Toilet Facilities: Public and employee restrooms are provided on both floors in several locations. All toilet rooms should be accessible. If public use of it is to be allowed, directional signage to it is needed.

The toilet structures are largely compliant with the current ADA standard having been recently built. Adequate maneuvering clearance and proper space is there.

Drinking Fountains: If drinking fountains are provided, two are required, one for standing persons (38" to 43") and one for seated persons (36" max). The drinking fountains provided on the first and second floor are both adequate and installed with enough space for maneuvering around.

Service Counters: Service counters are provided on the first floor in the main office, the Finance/Water Billing department, and the Building Department. On the second floor, they are provided at the Community Development Department and the Administration Department. All current service counters are in compliance with enough toe and leg room for a forward approach as well as low enough for a resident in a wheelchair to have access.

Vending Machines: One vending machine is provided on the first floor and is not typically used by residents but is largely accessible. The other Vending Machine is in the Employee Break Room so is intentionally inaccessible to residents.

Employee Break Room: The employee break room is on the second floor and is largely accessible. There are two doors leading to the break room that are not automated which may impede access by an employee with a disability. The break room does include a sink and counter space which is of an appropriate height and provides access to all of the items available to employees.

PUBLIC WORKS ADMINISTRATION BUILDING

The Bartlett Public Works Administration building was constructed in 1997. It is located at 1150 Bittersweet Drive adjacent to Hawk Hollow Forest Preserve. The other facilities that are also adjacent to the building like the Wastewater Treatment Plant, the Garage and Sign Shops, Salt Dome, and other buildings are generally not accessible to the public due to the hazards associated with the area.

The Administration Building is a one story building with no basement so there are no stairs or elevator issues. The public entrance doors are automated and due to security reasons, there is a key-code for entry otherwise a door bell should be pushed. There is no Braille sign alerting the public of that doorbell just a sticker on the door. There is a handicap space available as well and the restrooms are handicap accessible. All doorways are also accessible and wide enough for entry.

WASTEWATER TREATMENT PLANT

The Wastewater Treatment Plant was originally constructed in the 1970s. The plant contains many different areas used in the process of removal of contaminants from waste water. The buildings' contents include valves, piping, chemical storage, dewatering equipment, etc. The main building includes a lab and a break room on the main floor and offices on the second floor. The only part of this building that could be accessible would be the break room and lab area, but generally the public is not permitted access due to the chemicals and sensitive nature of the lab equipment.

There is a handicap space available but there is no automatic door for access for people that have difficulty with manually opening a door. The employees, due to the type of job and the job description should all have no problem with this fact but a public resident may have an issue. There is no drinking fountain.

WATER DEPARTMENT BUILDINGS AND TANKS

The Lake Street Water Treatment Plant and the other water towers and ground storage tanks are not intended to be accessible to the public and the rigorous nature of the job for these areas, including the necessity to climb ladders and reach tall valves, allow for different accessibility issues compared to most publically owned places. So while most of these areas are not compliant, they are justified in their noncompliance.

PARKS AND GOLF COURSE ACCESSIBILITY

Title II of the Americans with Disabilities Act (ADA) applies to local governments. It prohibits discrimination on the basis of disability. Among the requirements, it sets facility

construction and alteration standards. While facilities existing prior to January 26, 1992, don't have to be modified, accommodations must be made to allow program accessibility. Often, the easiest way to do this is by retrofitting for accessibility. Facilities constructed after January 26, 1992, need to meet ADA standards. Old ADA standards adopted the Americans with Disabilities Act Accessibility Guidelines (ADAAG) or optionally the Uniform Federal Accessibility Standards (UFAS). Recently established new standards adopt the ADA-ABA Accessibility Guidelines that were used for this inventory project.

COMPLIANCE FINDINGS

Bartlett has a variety of attractive and well-maintained parks. For the most part, the Bartlett Park District, a different taxing district, maintains and owns all park space within the Village. The Village of Bartlett does own two baseball field areas: Ruzicka and Glen A. Koehler Fields. The Village does own Bartlett Park, which is located in between Oak Avenue and Eastern Avenue. The Village also owns and operates the Bartlett Hills Golf Course that is in the Village. Two of these areas are open fields with baseball diamonds so they largely fall into compliance. All areas do have some similarities. Bartlett Park is leased to the Park District to operate and maintain so it was not evaluated, but a recent project is underway to make the Park fully handicap accessible in a "Free to be Me" Initiative that the Village is contributing \$40,000 to help in creating the park.

Parking: All three sites have paved parking lots and provide the proper number of accessible spaces. However, some of these parking lots are in disrepair and will be mended within the next couple years.

Accessible Routes: Bartlett Hills does have a compliance issue because the building is an older building, the front door is not automated and is not handicap accessible mostly currently. It will

be planned out to make the doors more accessible and fall into compliance. All facilities have accessible routes to the facilities, although some are more open than others. The sidewalks at the fields are wide enough to accommodate people of all needs and the paths at the Golf Course are accessible for Golf Carts so accessibility issues are not a major issue.

Toilet Facilities: All sites have toilet facilities. All of the different facilities vary in style and design, but are mostly accessible to all persons. The minimum accessibility for compliance (5% or 1 minimum toilet) in a cluster are met by the different areas.

Drinking Fountains: If drinking fountains are provided, two are required, one for standing persons (38” to 43” high) and one for seated persons (36” high max). This requirement is met at the Golf Course. There are no drinking fountains at Ruzicka Field. At Glen Koehler Field there is only one drinking fountain. A recommendation would be to install a second drinking fountain at the appropriate height required.

Trails: Within the Village, there is an extensive system of bike paths and trails for residents and nonresidents to enjoy. These trails are owned and operated by different taxing bodies, but all bike paths appear to be nearly in compliance and fully accessible. New bike paths are being installed with truncated domes at intersections to ensure safety of all users.

PROGRAM ACCESSIBILITY

The Village has begun an evaluation of its policies, programs and procedures to determine current levels of service and the extent to which its policies and programs create barriers to accessibility for persons with disabilities during the public involvement process. Opportunities for further improvement of Village programs will arise as technology advances. Additionally, as the Village acquires new facilities and develops new programs, it will be necessary to review each of

them for access compliance. It is the intent of the Village to keep its programs up-to-date through increased community involvement and partnerships with organizations that offer services to persons with disabilities.

It's the Village's intent to make reasonable accommodations for inclusion of members of the public who have disabilities in public meetings and programs. Programs are made available and inclusive to all populations within our community through a variety of media types; some are defined by Illinois Law, others by local ordinance. Educational packets are provided for an overview and summary of commonly asked questions, ordinances, important facts, local land-use law and application process and hearing procedures. The Village maintains a comprehensive and informative website that communicates agendas, schedules, staff reports, and links to code, programs, activities, elections, job positions and contact information. The Village is reviewing compliance to website accessibility under Title II of the ADA. In accordance with Illinois Law, Notices of Public Hearing are put up on the website and printed in the local newspaper of record, the Examiner. The public is provided the opportunity to testify at meetings. Participants may speak during the Town Hall meeting or send in comments to the Trustees and/or Village President. Testimony at meetings may be limited to three minutes. The Council Chambers on the first floor is utilized for meetings. All equipment and resources for Village Board meetings are provided. Village departments welcome feedback, suggestions and input from participants and the community as a whole.

Braille is not provided for those who are sight impaired, but recordings of meetings are available upon request or staff may read an agenda to a resident who is sight impaired. Standard print is usually 10-12 point font. Large print can be produced upon request. Interpreters and telecommunication devices are also available if needed. Pen and paper will be provided for those

who have difficulty with communication. Auxiliary hearing aids or sign interpreters will be provided for those who are hearing impaired.

EXHIBIT “B”

CURB RAMP, CROSSWALK, AND SIDEWALK INVENTORY

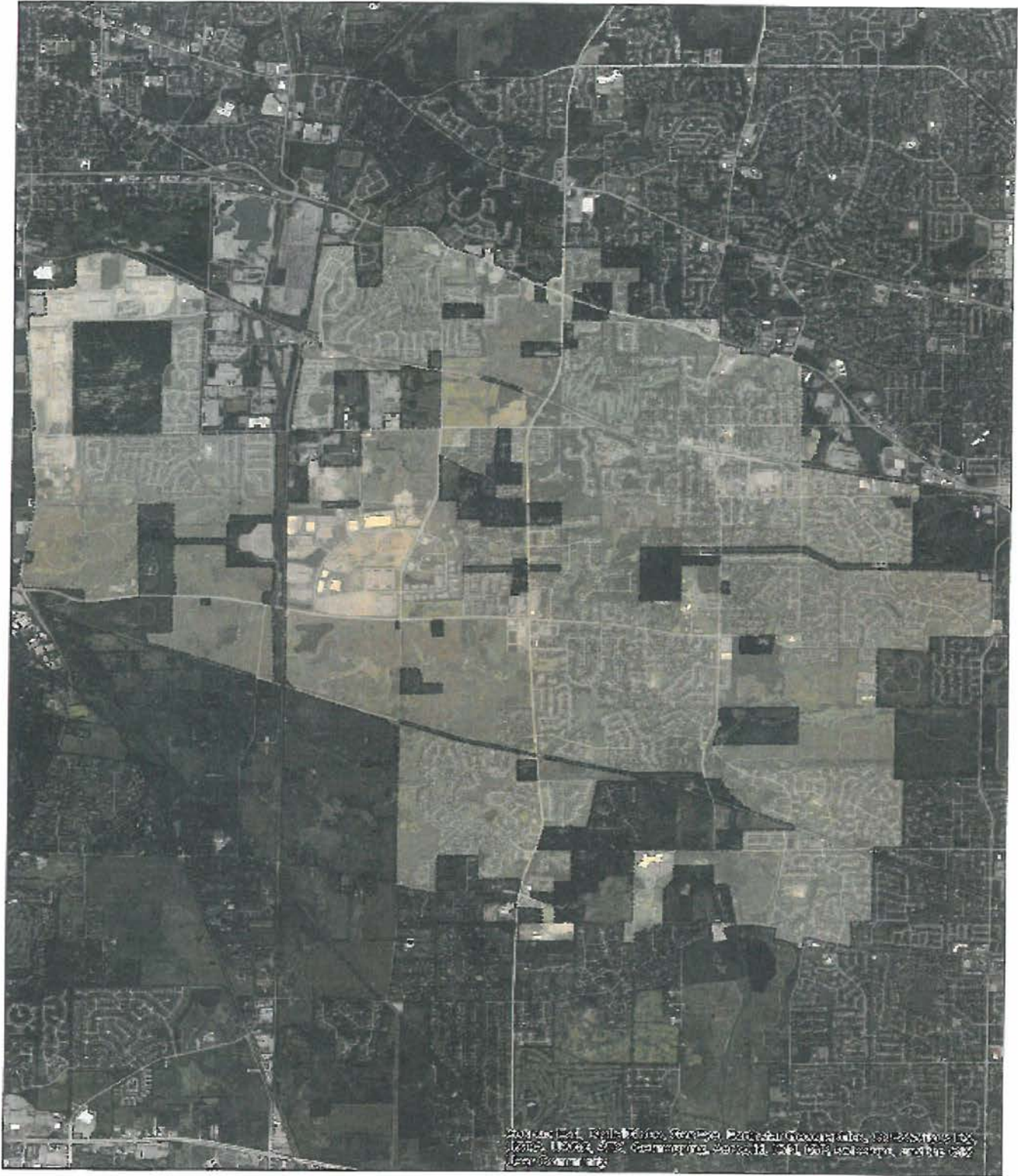
Attached is a GIS Map of the Village of Bartlett with each subdivision highlighted. In another map Curb Ramp and crosswalk locations are noted. The curb and crosswalks are all described as either perpendicular or diagonal towards the intersection, if they are raised or ramped and if they have any detectable warning such as the ADA compliant truncated domes or the diamond cuts into the concrete or none.

This is the first representation of pedestrian facility condition for Bartlett as a layer in the Village’s Geographic Information Systems (GIS) software. There are many advantages to this approach, including: the ability to develop a database of information about the facilities, the ability to project or print the information as a layer over orthographic photographs, and the ability to access the information quickly for referencing, sharing and keeping it updated.

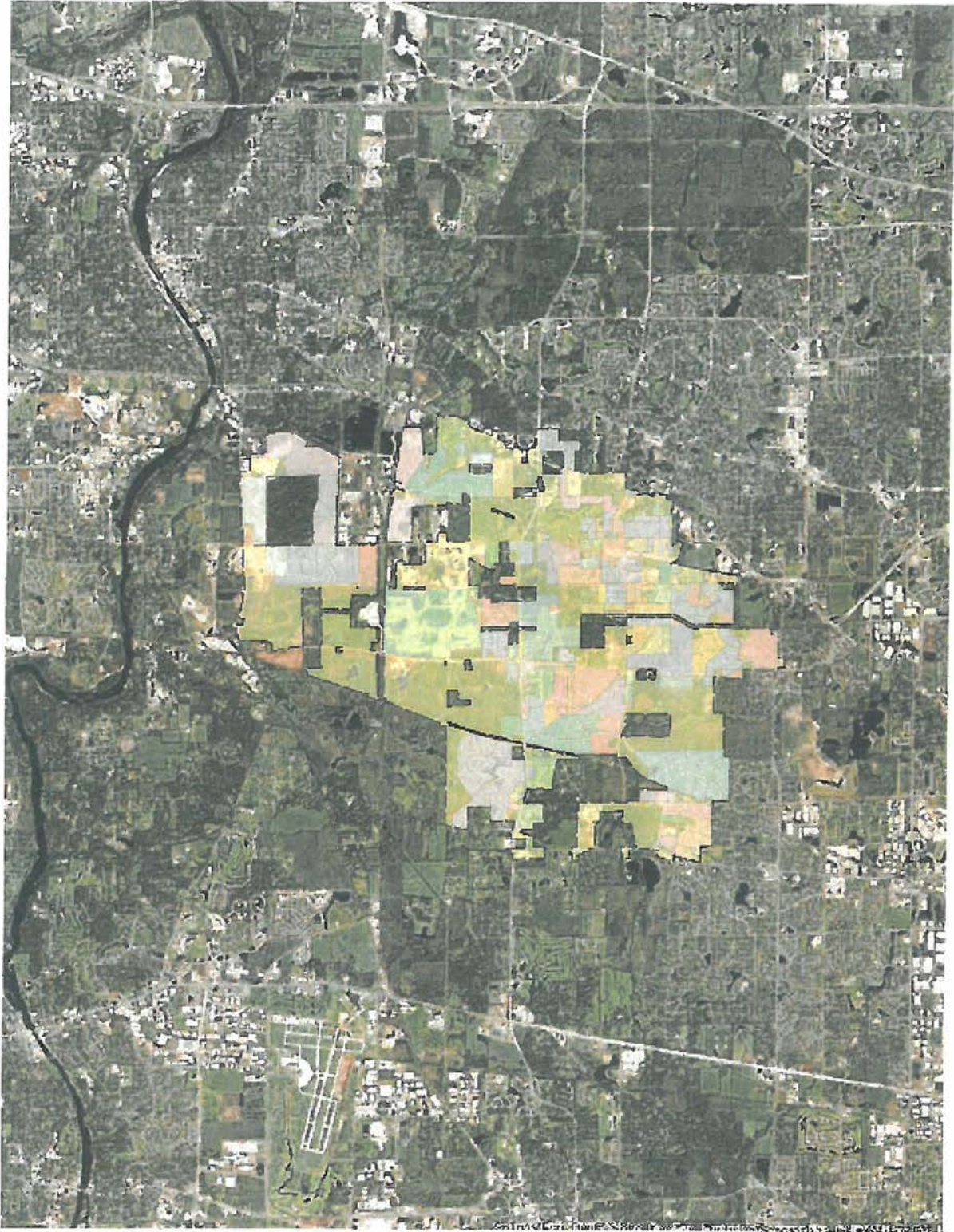
The data was gathered based on field observations and measurements and past data. The observations were collected and inputted around a similar time. The sidewalks are already on a set schedule and rotation as set by the Public Works Department, but the compliance of the curb ramps and intersections had to be updated and budgeted out for, as most of the curb ramps were non-compliant with the current ADA guidelines.

A more detailed sidewalk and ramp assessment and subdivision chart is also attached which was developed to show the priority year, the number of domes needed, the number of intersection

types changed and the cost of all the changes. The priority for curb ramps and intersections depends on the MFT funding for the year, as those streets that are being resurfaced will have top priority for the sidewalks being changed at the same time. Any money left over in the budget, these subdivisions will become the next priority until all areas are compliant. This is a working list and is not set in stone, if an emergency area arises or the MFT is covering a different area, that area will be completed first before the current years listed on the attached table. The municipal boundaries map and the subdivision map are attached as well as the subdivision chart labeling each chart.



VILLAGE OF BARTLETT MUNICIPAL BOUNDARY



BARTLETT SUBDIVISION BOUNDARIES

CURB CUTS BY SUBDIVISION

SUBDIVISION NAME	Budget Years Transitioned	No. of Truncated Domes Installed	No. of Intersections Transitioning Diagonal to Perpendicular	TOTAL COST (\$)
Riding's East	1	26	0	3,900
Heron's Landing	1 - 2	48	0	7,200
Bartlett Estates	2	22	0	3,300
Bartlett Pointe	2 - 3	22	0	3,300
Westridge	3 - 6	171	22	31,575
Lakewood Mills	6	38	0	5,700
Castle Creek	6	6	1	1,050
Bartlett on the Greens	6	5	0	750
Villa Olivia	7	6	0	900
Four Seasons	7	2	0	300
Timberline	7	18	0	2,700
Amber Grove	7 - 9	111	21	24,525
Eagle's Ridge	9	13	0	1,950
Walnut Hills	10	32	0	4,650
Woods of Oak Hills	10	13	0	1,950
Woods of Bartlett	10	21	2	3,150
Fairway Oaks	11	13	0	1,950
Williamsburg Hills	11	16	0	2,400
Williamsburg Square	11	25	0	3,750
Williamsburg Commons	11 - 12	21	1	3,450
Moureau Crestview Area	12 - 13	102	2	15,450
Bartlett Green Area	13 - 14	93	0	13,950
Park Place	14 - 15	25	0	3,750
Regency Oaks, Clare Oaks, & Oak Grove	15	36	1	5,475
Ponds of Olde Bartlett	15 - 16	26	3	4,350
Downtown Area	16	49	2	7,500
Bartlett's Subdivision	16 - 18	114	8	18,300
Asbury Place	18 - 19	28	1	4,350

SUBDIVISION NAME	Budget Years Transitioned	No. of Truncated Domes Installed	No. of Intersections Transitioning Diagonal to Perpendicular	TOTAL COST (\$)
Litchfield Woods & Lake in the Woods	19	38	0	5,700
Bartlett Station & Weathersfield	19 - 20	55	1	8,400
Williamsburg Estates Area	20 - 21	48	5	8,025
Bartlett Eastpointe	21	32	0	4,800
Country Creek	21 - 22	51	1	7,800
Gingerbrook	22 - 23	64	0	9,600
Bartlett Subdivision	1, 23 - 25	176	20	30,225
Country Place	25 - 28	154	3	23,700
Inland Steel	28 - 30	179	3	27,225
Tallgrass	30 - 31	42	0	6,300
Apple Orchard Area	31- 38	455	17	70,425
Charter Oaks, Durwood Forest	38 - 39	77	0	11,550
Villas in Hawk Hollow	39	24	2	4,050
Brampton Place	39 - 40	33	2	5,250
Woodland Hills	40 - 43	211	23	35,175
Silvercrest	43 - 46	214	0	32,175
Bartlett Reserve & Harmony Grove	46 - 47	22	1	3,450
Hawk Hollow, Enclave, Lake in the Forest	47	24	0	3,600
Fairfax Crossings (Southern Portion)	47 - 48	66	0	9,900
Fairfax Commons	48 - 49	99	1	15,000
TOTAL VILLAGE TRANSITION	49 Years	3,166 Curbs	143 Intersections	\$503,925

EXHIBIT “C”

VILLAGE OF BARTLETT NON-DISCRIMINATION POLICY STATEMENT

The Village of Bartlett, hereinafter referred to as the “Recipient”, insures that no person shall, on the grounds of race, color, national origin, sex, age, disability, religion, or sexual orientation as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and subsequent related acts, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs and activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100.259 (S.557) March, 22 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s Assistant Village Administrator, Paula Schumacher, is responsible for initiating and monitoring Title Vi activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

DISCRIMINATION COMPLAINT PROCEDURE

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Village of Bartlett. A complaint may also be filed by a representative on behalf of such a person. All complaint will be referred to the Village of Bartlett's Assistant Village Administrator or her designee for review and action.

In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:

1. The date of alleged act of discrimination; or
2. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Village of Bartlett Assistant Village Administrator may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Village of Bartlett, the person shall be interviewed by the Assistant Village Administrator or their designee. If necessary, the Assistant Village Administrator, or designee, will assist the person in reducing the complaint to writing and submit

the written version of the complaint to the person for signature. The complaint shall then be handled according to the Village of Bartlett's investigative procedures as outlined below.

Within 10 days, the Assistant Village Administrator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as to IDOT and/or the US Department of Transportation (USDOT).

The Village of Bartlett will advise IDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to IDOT:

1. Name, address and phone number of complainant
2. Name(s) and address(es) of alleged discriminating official(s)
3. Basis of complaint
4. Date of alleged discriminatory act(s)
5. Date of complaint received by the Village of Bartlett
6. A statement of the complaint
7. Other agencies where the complaint has been filed
8. An explanation of the actions the Village of Bartlett has taken or proposed to resolve the issue raised in the complaint

Within 60 days, the Assistant Village Administrator, or designee, will conduct an investigation of the allegation and, based on the information obtained, will render a recommendation for action in a report of findings to the Village of Bartlett's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Village of Bartlett's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with IDOT or USDOT if they are dissatisfied with the final decision rendered by the Village of Bartlett. The Assistant Village Administrator or designee will also provide IDOT with a copy of this decision and a summary of findings upon completion of the investigation.

The Contact for the Village of Bartlett Title VI, ADA Coordinator is as follows:

Paula Schumacher

Acting Village Administrator

228 S. Main Street

Bartlett, IL 60134

630-837-0800

pschumacher@vbartlett.org

EXHIBIT “D”

VILLAGE OF BARTLETT TRANSITION PLAN ACTION LOG

TO BE UPDATED REGULARLY WITH CHANGES IN PROJECTS

Location	Responsible Dept.	Compliance Item	Action	Comments	Priority	Year	Cost	Funding	Date Completed
<u>Sidewalks + Curb Ramps</u>	PW	Inadequate Curb Ramps	Remedy	See Chart on Pg. 24 - 25	Varies	5+	\$503,925	MFT/ Streets	Full Completion Projected 2065
<u>Village Hall 228 S. Main St</u>	Admin	Accessible Interior Doors	Provide Auto Doors	Currently Unnecessary	Low	5+	\$1,000	General	
<u>Public Works 1150 Bittersweet Dr</u>	PW	Braille Sign on Front Door	Purchase		Low	1	\$50	Street, Water, Sewer	End of Year 2017
<u>Treatment Plant</u>	PW	Automatic Door	Install		Low	5+	\$2,500	Sewer	
	PW	Braille Sign on Door	Purchase		Low	1-5 Years	\$50	Sewer	
<u>Glen Koehler Field</u>	PW	Lacking 2 nd Drinking Fountain	Install	Needs to be budgeted	Low	1-5 Years	\$2,000	Water	
<u>Bartlett Hills 800 W. Oneida Ave</u>	Golf	Automatic Door	Install		Mid	1-5 Years	\$2,500	Golf	