

From: [Carla Burkhart](#)
To: [Glaser, Thomas](#)
Subject: Re: Question
Date: Sunday, January 04, 2015 4:32:52 PM

I don't know what issues are being raised by Ms. Hamilton, what I can say is that if their argument (the only one I'm aware of) has any validity or merit, than it would fly in the face of every artistic contract let by COD, to include the sculpture, Edge Design(Gaelynn Pippin), etc. I don't believe Gaelynn is a licensed architect either.

I will forward the information I sent to you this morning to Ken?....

Let me know...

Carla

On Jan 4, 2015, at 12:42 PM, Glaser, Thomas <glasert@cod.edu> wrote:

I talked to Ken yesterday and asked him to send something formal to COD to rebut Hamilton's latest claims based on the Kirk Allen article. At some point (hopefully soon) she will say something where she will expose her incompetences.

Sent from my iPad

On Jan 4, 2015, at 10:00 AM, Carla Burkhart <cabadvantage@> wrote:

Happy New Year to you too....

To answer your question; No. I saw the article Kirk Allen ran before the Holiday. Extremely defamitory.

I called you just before the break for this very reason, but your were out. I talked with Dr. Breuder, and he gave me permission to allow my attorney to talk with Ken Florey, which I copied in an email. Ken called me and we talked, basically Ken says there is "0" issue with the dealings between Herricane and COD. Although I trust Ken Florey, I asked my attorney to confirm it over the break. Please see the email thread from my attorney "Josh Feagans" below confirming Ken Florey's position.

Right now, Ken and my attorney have indicated that I SHOULD NOT read these blogs anymore(which I have done, although not easy). We should continue to do business with COD as we have, changing that only supports his claims, unless of course COD is unhappy with Herricane, then that's a

whole different issue, and COD should do what is necessary in the normal course of business. We are debating moving for an injunction against Kirk Allen, and a defamation lawsuit due to drawing attention to the issue concerning mainstream media. My attorney will continue to monitor the situation and I will keep you informed.

(Josh Feagans)

My review of the Illinois Leaks situation is as follows:

First, with respect to the alleged “no bid” contract, Section 3-27.1 governs contracts under the Public Community College Act. You are correct in that subsection (a) which deals with “contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part” directly applies to your work with the College. The word individual includes corporations as corporations are treated as individuals. The other statutes you mention do not apply to you even though the College must comply with them. **Thus, my opinion is that your contracts with the College are properly awarded without a bid process.**

Second, I find nothing contained in the Public Community College Act or any other Illinois statute, including the Not-For Profit Corporation Act, which would define your role with the Foundation as a conflict in relation to your dealings with the College. As to the Public Community College Act, Section 3-48 talks about conflicts and is limited to community college board members, not Foundation board members. Thus, my opinion is that your work with the Foundation does not present a conflict with your interests at the College.

(Carla Burkhardt)

Josh,

I did some research over the weekend regarding the Illinois Statutes that I believe apply to COD and the purchasing requirements.

30 ILCS 500 Illinois Procurement Code
110 ILCS 805 Public Community College Act
50 ILCS 510 Local Government Professional Services Selection Act
225 ILCS 305 Illinois Architecture Practice Act 1989

Although I have reviewed these statutes previously, it was always regarding the prompt payment act.

I have no idea how savvy or intelligent Kirk Allen is, but I certainly can review these statutes and understand why he came to the “assumption”

he's coming to. Because the College of DuPage falls under the 110 ILCS 805 statute and not necessarily under the 30 ILCS 500, in reading the requirements under the 110 ILCS 805/3-7.1, "contract provision" there is little to no context matching that of the 30 ILCS 500, "Professional & ARTISTIC" Services language. There is however language (a) that indicates a broad categorization for services performed by "individuals" possessing a high degree of professional skill where the ability and fitness of the individual plays an important role...". The concern here though is the word "individual", because we were contracted as a company and not individually.

The beginning of this statute refers the reader back to two additional statutes, the 50 ILCS 510 and the 225 ILCS 305 which references the definition of how "professional services" are to be defined within 110 ILCS 805, and is limited to Architects, Engineers and Land Surveyors, which we are none of. Thus the reason that Mr. Allen would like to know our credentials. Not to mention that COD is utilizing a standard AIA document for our contract (design and construction management) and this too is leading Kirk Allen.

I also reviewed the University of Illinois purchasing requirements which are online "obfs.uillinois.edu" which lists or charts the categories that fall under services, and graphic design is listed. (TG)

I'm not an attorney. I have a reasonable mind, at least right now. I have to believe the guidelines for "Community Colleges" cannot be more stringent than that of the State. I'm sure these statutes are amended often, and when inconsistent at one level reverts to the higher level.

I look forward to receiving your response, as this obviously concerns me

-----Original Message-----

From: Glaser, Thomas <glasert@cod.edu>

To: Carla Burkhart <cabadvantage@>

Sent: Sun, Jan 4, 2015 9:07 am

Subject: Question

Happy New Year!

Do you have a licensed architect in your employ?

Sent from my Verizon Wireless 4G LTE smartphone