

VILLAGE OF BARTLETT
BOARD AGENDA
AUGUST 4, 2020
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PRESIDENT'S REPORT: Sister City Proclamation

6. ADJOURN TO EXECUTIVE SESSION: To Discuss Collective Negotiation Matters
Pursuant to Section 2(c)2 of the Open Meetings Act

To Discuss the Selection of a Person to Fill a Vacant Public Office
Pursuant to Section 2(c)3 of the Open Meetings Act

7. RECONVENE BOARD MEETING
8. APPOINT TRUSTEE

9. *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.*

- *10. MINUTES: Board & Committee Minutes – July 21, 2020
- *11. BILL LIST: August 4, 2020
12. TREASURER'S REPORT: None

13. QUESTION/ANSWER: PRESIDENT & TRUSTEES
14. TOWN HALL: (Note: Three (3) minute time limit per person)
15. STANDING COMMITTEE REPORTS:
 - A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
 1. None

 - B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA
 1. None

 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
 1. International Union of Operating Engineers, Local 150 Public Employees Division Contract Approval
 - *2. Resolution Approving the Placement Agreement Between the Village of Bartlett and Digital Golf Technologies, Inc.

 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE
 1. None

 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
 1. None

 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN (OPEN)
 - *1. Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones
 - *2. Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.1: Schedule I, Through Streets

16. NEW BUSINESS
17. QUESTION/ANSWER: PRESIDENT & TRUSTEES
18. ADJOURNMENT

VILLAGE OF BARTLETT PROCLAMATION
Offering Many Thanks for Many Masks
to Bartlett's Sister City Miaoli City, Taiwan

WHEREAS, this year marks the 10th anniversary of Bartlett's very special Sister City partnership with Miaoli City, Taiwan, a milestone that was celebrated early in March with a concert at Bartlett High School; and

WHEREAS, during this past decade, we have shared so many things with our Taiwanese friends -- art and music, visits and conversations, and many, many gifts, including our modest video of the anniversary concert; and

WHEREAS, Miaoli Mayor Cheng-Chun Chiu and his staff now have reciprocated with an invaluable gift of 10,000 surgical masks to show "that Taiwan cares and Miaoli can help;" and

WHEREAS, the Village of Bartlett is beyond grateful not just for this extraordinary generosity, but for our ongoing friendship with Miaoli City, which has been such a great force in creating social and cultural awareness, peace, harmony and understanding between our communities; and

WHEREAS, Bartlett is truly blessed to have a Sister City that always manages to bridge the miles that separate us with an abundance of kindness and caring;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby call upon all Bartlett citizens to extend wishes for good health to Miaoli City, Taiwan, the Midwest Hakka Association, Arts in Bartlett and TECO Chicago and to offer our many, many thanks for the boxes of face masks that our Sister City has so generously shared with our Village.

Dated this 4th Day of August 2020



Kevin Wallace, Village President



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of July 21, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on July 21, 2020 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION – Pastor Mike Boyle 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



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

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 Gabrenya stated that she would like to add Item 1 under Community & Economic Development, Ordinance 2020-61, an Ordinance Approving an Amendment to the Real Estate Sale and Purchase Agreement Between More Dusty, LLC and the Village of Bartlett to the Consent Agenda.

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

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

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

Trustee Deyne moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Hopkins.

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

AYES: Trustees 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.



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the May 2020 Treasurer's Report. He stated that in regard to the revenue sources and the pandemic, a lot of local towns are suffering but overall our local revenue has been holding up pretty good. The one area is the income tax sharing from the State and for the month of May they received \$415,000 which is down from \$827,000 last year. That is 50% or \$412,000 and is mainly due to the extension of the April 15th deadline. June and July income tax received was pretty even, based on the State saying that it is from taxes being filed later and also the \$600 extra per week paid on unemployment which is also taxable. So far, they are just around \$400,000 short on income taxes year-to-date. He then presented the Municipal Sales Tax Report through March 2020 and stated that it totaled \$160,850 and was up \$4,656 from the previous month last year or 3%. Moving forward, they are down about 3% in sales tax for March and April. Motor Fuel Tax distribution through April 2020 totaled \$122,218, compared to \$91,212 last year. The MFT portion was \$73,201 and was down about \$18,000 compared to last years MFT distribution and \$49,000 was received from the renewal fund. Going forward, MFT has been short about \$20,000 per month compared to last year.

9. PRESIDENT'S REPORT

President Wallace stated that he and the Trustee's all wore blue today in support of the police force. He introduced the presentation of the CALEA Award and asked the accreditation manager to proceed.

Larry Pincsak, Accreditation Manager for the Bartlett Police Department stated that he has worked at the police department for the past year and a half and he would like to speak to about what accreditation is and what it means for our village and the police department.

They belong to an organization called the Commission on Accreditation for Law Enforcement Agencies, better known as CALEA. CALEA was created in 1979 as a credentialing authority for police departments across the country. In the 1960's and 1970's, with all the social turmoil in America, it was believed that police departments should set a goal to become more professional, by being better educated, better governed by rules, and better managed. At that time, there was no professional credentialing in law enforcement. Several major law enforcement organizations got together and formed CALEA. They developed a manual of professional standards which member agencies were expected to follow and be assessed on.

Bartlett Police Department joined CALEA in May, 1995 under Chief Dan Palmer. They achieved their initial accreditation in November, 1997 and since then have reaccredited seven times. The accreditation process includes a complete review of policies and



VILLAGE OF BARTLETT BOARD MINUTES July 21, 2020

compliance with CALEA standards. They have to provide annual proofs of compliance for each standard. Currently, there are 459 standards, of which they are required to comply with 392. Some standards do not apply to the functions of the Bartlett Police Department. During the final year of each accreditation cycle, they receive a four-day visit by trained CALEA assessors from other parts of the country, who review policies, interview key department members, village officials, and persons outside the department, to ensure they are following the standards. The site-based assessment process also now includes in-depth examinations of areas of focus decided upon by the department and the assessors. Their written report is forwarded to CALEA for review by a committee of CALEA commissioners. They are then required to attend a CALEA conference and appear at a hearing before CALEA commissioners. The hearing lasts about twenty minutes and if they successfully complete the hearing, the Commission makes a motion to accredit them. The last assessment process was in 2019 and concluded with their attendance at the CALEA conference in Covington, Kentucky in November. We now are in the first year of our new assessment cycle, which will involve annual web-based reviews by a CALEA assessor and a site-based visit by assessors in July, 2023. Our work to maintain accreditation never stops.

This is a rigorous process and he pointed out, a voluntary process. Only between three and four percent of law enforcement agencies in the United States choose to join CALEA and subject themselves to the regular outside reviews, policy updates, and considerable expense involved in becoming accredited. Currently, there are close to one thousand police departments in the U.S., Canada, Mexico and the Caribbean that are CALEA clients and are either seeking accreditation or maintaining it. There are only forty-eight awarded agencies in Illinois at this time and seven more are seeking initial accreditation.

One measure of how important it is to be accredited is the risk management it provides to a police department. Having current, well-written, and well-trained policies help reduce liability. The Village of Bartlett's risk management agency, IRMA, recently awarded them a grant to help reimburse our expenses for membership in CALEA, as IRMA recognizes how important it is to have strong policies and practices.

Another example is, during the recent civil unrest in America and the focus on law enforcement use of force practices, the Bartlett Police Department had already been in a review process for its use of force policy for many months, as a result of updates to the CALEA standards manual. They had earlier recognized the need for language related to de-escalation, chokeholds, and duty to intervene. They were able to finalize and issue our policy in June. Even then, CALEA is re-evaluating its standard language in these areas and may enact changes, in which case they will have to adapt their policy again. CALEA always wants its standards to reflect best professional practices, and this is an evolving process.



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

He encouraged anyone who would like to learn more about CALEA or how Bartlett Police Department complies with CALEA standards, to view the CALEA website at calea.org, the Bartlett Police web page on accreditation, or by contacting him directly. His information is on the police department CALEA page.

Police Chief Patrick Ullrich thanked the Village Board for continuing to fund Larry's position and providing the funds to continue the CALEA re-accreditation. He thanked the Mayor and Village Administrator for attending the CALEA conference and sitting through the Hearing to see what they go through and what the CALEA Assessors say about the police department. He thanked Larry who started with them in January of 2019 and their on-site was in July. He took over for Nora Ackerley who left them in a good position and was one of the best in the business. He is thankful to have Larry and he has done a great job getting them through the CALEA process. One of the things he learned as a newer chief going through the CALEA process was that it was a little nerve racking for him going through the Public Hearing because it is an opportunity for the public, business owners, residents, to come in and comment on the police department, negative or positive. The assessors were a little surprised that 16 people showed up for the hearing and every one of the 16 people had good things to say about the department. It's just the culture of the department, not only being CALEA credited, but the extent that they have gone through to build good community relationships throughout the years. Over the 20 years that he was there, they have taught DARE in fifth grade, started a Citizens Police Academy, Teen Citizens Police Academy, National Night Out, they have SRO's in the middle and high schools, programming for senior citizens, etc. They have hit every level and different age group and demographics, so people get to meet the police in pre-school and throughout their lives. The interaction between community and the police is so important and he thinks that is one of the reasons why people were so supportive during the hearing, as they have the best national record and the highest policies. They have to prove those standards to CALEA. He stated that the police department averaged over 13,000 hours of training for the staff and they also do all the community involvement. That is what makes this department a great department and he is very proud of having the support of the Village Board and administration. The work that the men and women do at his department on a daily basis and represent the community in the best way possible and abide by those standards set forth by CALEA. He thanked everyone for their support and they are proud to have obtained their seventh reaccreditation.

Mr. Pincsak stated that their award certificate has several designations. One of them is "meritorious accreditation" which means that they have been continuously accredited for more than fifteen years. The other accreditation is "advanced accreditation" where they aim to comply with every standard that is established by CALEA. There is an option to do "basic accreditation" where you only comply with 180 standards. The Bartlett Police Department aims for and achieves close to 400 standards. The best designation is "accreditation with excellence" and that is something that the CALEA commission chooses to award them with. It is not something that you can apply for or get nominated



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

for. It is up to the commission to recognize that. This designation is rare in the CALEA world. He presented the certificate to President Wallace.

Trustee Deyne thanked them for the service they provide to the residents and the community in these unstable times.

Trustee Reinke stated that he was pleased to learn that our public works department was picking up the slack for the state contractors of putting together signs in our sign shop to assist local businesses at the Route 59/Stearns intersection. He thought they should be commended for that.

10. TOWN HALL

Jay Langfelder, 1665 Penny Lane

Mr. Langfelder commended the police department because at Hawk Hollow School on Monday morning, he was walking his dog and noticed graffiti on one of the south walls of the school. Someone spray-painted graffiti up and down. The police responded within a half-hour and by the next day, all the graffiti was removed from the building. He felt it was important to maintain the cleanliness of our community in Bartlett.

11. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that Ordinance 2020-61 an Ordinance Approving an Amendment to the Real Estate Sale and Purchase Agreement Between More Dusty, LLC and the Village of Bartlett and Resolution 2020-64-R, Resolution Approving of the Listing Extension Agreement to the Exclusive Right to Sell Contract Between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC were covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Ordinance 2020-62, an Ordinance Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan.

Finance Director Todd Dowden stated that back in the Committee meeting on July 7th, they reviewed an ordinance approving of the amendment to the TIF budget. In 1999, the budget was \$30 million dollars (in 1999 dollars). The TIF Act allows for the budget to be



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

increased by inflation plus 5%. In 2016, it was increased to \$44 million dollars and right now the developer, Elmhurst Chicago Stone, are seeking an additional reimbursement amount up to \$3 million dollars to complete the cost of the business park. This second amendment to the TIF budget would increase the budget to \$48 million dollars (consumer price index plus 5%). The main thing that the \$3 million dollars would do is to complete lot number eight, which is where the concrete batch plant is and also plan a restoration for the facility. The next step after this is to notify the taxing districts and amend the redevelopment agreement. We would then issue a developer note not to exceed \$3 million.

Trustee Deyne moved to approve Ordinance 2020-62, an Ordinance Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE ORDINANCE 2020-62, APPROVING SECOND AMENDED ESTIMATED REDEVELOPMENT COST IN BARTLETT QUARRY PLAN

AYES: Trustees Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, President Wallace

NAYS: Trustee Hopkins

ABSENT: None

MOTION CARRIED

Trustee Deyne stated that Resolution 2020-65-R, a Resolution Approving of Disbursement Request for Payout No. 18 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project and Resolution 2020-66-R, a Resolution Approving a Software Services Agreement and an Order Form for Professional Statement of Work Between OpenGov, Inc. and the Village of Bartlett were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro congratulated the entire police department.

He presented Resolution 2020-63-R, a Resolution Approving the Intergovernmental Agreement for Participation in DuPage County Local Government COVID-19 Reimbursement Program.



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

Trustee Carbonaro moved to approve Resolution 2020-63-R, a Resolution Approving the Intergovernmental Agreement for Participation in DuPage County Local Government COVID-19 Reimbursement Program and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-63-R, APPROVING IGA WITH DUPAGE COUNTY COVID-19 REIMBURSEMENT PROGRAM

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

NAYS: None

ABSENT: None

MOTION CARRIED

F. PUBLIC WORKS COMMITTEE

President Wallace stated that Resolution 2020-67-R, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the Wayne Township Road District and the Village of Bartlett for Equipment Sharing; Resolution 2020-68-R, a Resolution Approving of the Agreement Between the Village of Bartlett and CAM, LLC for the 2020 Pavement Preservation Treatment Project; Resolution 2020-69-R, a Resolution Authorizing Participation in the ComEd Green Region Program for the Creek Restoration Project were covered and approved under the Consent Agenda.

12. NEW BUSINESS

President Wallace stated that this will be our last hybrid meeting and he will not approve another one. He asked the Trustees to be prepared to be live at the next meeting.

Village Administrator Paula Schumacher stated that the Mayor designated this meeting to have an electronic quorum due to COVID and the ability to attend due to health concerns or other restrictions.

13. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

14. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that they would be going directly into the Committee of the Whole meeting following adjournment.

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



VILLAGE OF BARTLETT
BOARD MINUTES
July 21, 2020

ROLL CALL VOTE TO ADJOURN

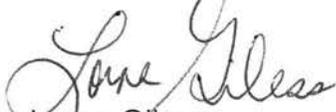
AYES: Trustees Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:34 p.m.


Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES July 21, 2020

1. CALL TO ORDER

President Wallace called the regular Committee meeting of July 21, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:34 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular Committee meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on July 21, 2020 at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Paul Petersen, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS

Eastfield Annexation, Rezoning, Preliminary/Final Subdivision, Special Use, Amend Future Land Use

Planning and Development Services Director Roberta Grill stated the petitioner is requesting to annex and subdivide approximately 15 acres at the northwest corner of Petersdorf Rd. and Army Trail Rd. for a proposed 29 lot subdivision. Upon annexation, the petitioner would be required to rezone the property from ER-1 to SR-3. The development would include 27 single family lots with a minimum lot size for 10,000 sq. ft. and an average lot size of 11,500 sq. ft. Lot 28 would be the dedicated park site and lot



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
July 21, 2020**

29 would contain the wetland buffer, bike path easement and stormwater retention. Staff would like to thank Pulte for working with the staff. The village has requested a berm and 6-ft tall solid wood fence would be installed along Petersdorf Rd. to screen the homes from the Bartlett High School athletic fields. In addition, a 4-ft tall black aluminum fence would be installed along the east side of Lot 29 adjacent to Lots 15-23 to provide a safety barrier between these lots and the retention pond. A Special Use Permit is being requested to allow the retention area to discharge into the wetland buffer. They are also requesting an amendment to the Bartlett future land use plan which designates the land currently as a mixed-use business park and Estate Residential with 0-2 units per acre, to be changed to Suburban Residential with 2-5 units per acre. They also included a second access point.

Chairman Hopkins asked if the fences would be covered by an association for maintenance.

Ms. Grill stated that the black aluminum fence would be maintained by the HOA and the wood fence would be maintained by each property owner.

Chairman Hopkins asked if we could ask that the HOA maintain the wood fence so that it is more uniform and maintained.

Ms. Grill stated that they can ask the developer to do so.

President Wallace asked about the intersection that is close to Army Trail. If someone is going north towards the high school, can they turn into the first entrance.

Ms. Grill stated that they could.

The item was sent to the Plan Commission for further review.

Southwind Business Park Preliminary/Final Plat of Subdivision

Ms. Grill stated that it is just over 20 acres. The Bluff City office building is on Lot #1 and Parkland Preparatory Academy is under construction on Lot #2 and True North is proposed on Lot #4. There is a full access point at Southwind Boulevard and right in right out on Benchmark Lane. As part of the subdivision, the developer would be required to install a bike path and small berm along the south side of West Bartlett Rd.

Chairman Hopkins asked if we could bring this straight to Board after Plan Commission.

President Wallace agreed.

The item was forwarded on to the Plan Commission for further review.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
July 21, 2020**

True North Site Plan, Special Use, Variation, Text Amendment

The Petitioner is requesting Site Plan Review for a proposed True North truck stop establishment on the proposed Lot 4 in the Southwind Business Park Subdivision. The Petitioner is requesting a Text Amendment to define "Truck Stop Establishment" and add "Truck Stop Establishment" to the Special Use list in the B-4 Community Shopping Zoning District. The Illinois Gaming Board permits truck stop establishments to obtain video gaming licenses. The petitioner would allow video gaming at the establishment if it is approved.

The Petitioner is also requesting Special Use Permits to allow an automotive service station, truck stop establishment, outdoor sales and to sell package liquor. This truck stop would include a 5,000 square foot convenience store with eight pump islands for passenger vehicles and 4 pump stations for diesel trucks. Passenger vehicles would utilize the pumps under the canopy located north of the convenience store and trucks would utilize the pumps under the canopy located east of the convenience store. The convenience store is oriented towards W. Bartlett Rd. It would have a maximum height of 24 feet and be constructed with masonry and EIFS. Metal canopies are proposed over the windows and the front entrance of the building. Staff requested that the posts for the fuel canopies be wrapped with the same materials as the building's façade as was requested by the Plan Commission during their recent review of the 7-Eleven on Lake St. The column cladding submitted by the Petitioner does not architecturally match the building.

The Site Plan identifies a full access curb cut along the east property line onto the cross-access drive to Benchmark Ln. There are two access points proposed onto Benchmark Lane to the south. The eastern curb cut would provide full access, enabling trucks to enter the diesel fuel pumps along with providing access for passenger vehicles. The western curb cut would be an exit only with painted markings indicating it as a right-out/left-out. The Village Staff and the Village's Traffic Consultant have concerns with this curb cut as shown and have requested one of the following modifications: (a) eliminate this curb cut, (b) modify it to a right-in/right-out only with a barrier median or (c) redesign the curb cut to a right-out only. Staff believes as currently shown, this access point could potentially be blocked while vehicles attempt to turn left into the site, resulting in an increase potential for back-ups onto Rt. 25.

The petitioner is also requesting a variation to reduce the number of trees required along the interior parkway along West Bartlett Rd. and on Rt. 25. As previously mentioned, they would be putting in a bike path on West Bartlett Rd. The petitioners have requested to show a video.

The promotional video was played



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
July 21, 2020**

Lindsey Lyden, Vice President for Development introduced Mark Lyden, CEO, Ryan Howard, COO, Tim Schumacher, project engineer, Dean Kelly, property owner. Ms. Lyden stated that they are very excited to come to the Village.

President Wallace thanked them for being here.

Chairman Hopkins echoed that and stated that he wanted to make a comment that in the video presentation they had brick on some of their canopy columns and the board wanted them to look like that. He asked them to elaborate a little bit.

Ms. Lyden stated that they put in some white canopy columns at a lot of their locations, but they are more than happy to change those to brick to match.

President Wallace asked if True North would accept the changes our staff suggested.

Mr. Schumacher stated that they would like to keep the access as a right out left out. They don't want customers to go down there and get trapped into going north only onto Rt. 25.

President Wallace stated that he thought most people would exit towards the back side because that gives people access to exit in either direction.

Mr. Schumacher stated that they hope so.

President Wallace asked what the truck traffic route is expected to be.

Mr. Schumacher stated that semi's can head northbound to eastbound from Benchmark and make the turn at the extra wide entrance to get in, or if they are going east on Bartlett, they can turn south on the access road and loop around.

Chairman Deyne stated that they should be prepared to have a plan B for the Plan Commission.

Chairman Carbonaro stated that left-out right-out seems problematic because someone who is not able to turn left is going to block that access.

Chairman Reinke stated that he thought the left out would be problematic.

President Wallace stated that he is sure with the 140 locations there are some examples you can show the board that may prove that layout will work.

Chairman Carbonaro asked if there was permanent truck parking.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
July 21, 2020**

Ms. Grill stated that there are two.

Chairman Reinke asked if we have any indication as to when the bike path will be connected out west.

Ms. Grill stated that it is her understanding that IDOT is going to do some minor improvements to Route 25 and those include resurfacing the road. They are also including ADA improvements at the intersection which would include crosswalks and ramps. Until the signal buttons are completed, the paths from South Elgin and in Bartlett will not be completed.

Chairman Reinke asked Ms. Grill to follow up with IDOT to see when that would be completed.

Chairman Hopkins stated that he is happy with the design as long as our traffic consultant is good with it. He appreciated True North changing the canopy columns to brick and he is excited to move them forward.

The item was forwarded on to the Plan Commission and Zoning Board of Appeals for further review and the public hearing.

Chairman Deyne moved to adjourn and that motion was seconded by Chairman Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:07 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 8/4/2020

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SARA CARLOCK	BUILDING PERMIT REFUND	90.00
	<u>INVOICES TOTAL:</u>	<u>90.00</u>

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - AUG 2020	15,010.17
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - AUG 2020	116.50
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/AUG 2020	882.90
	<u>INVOICES TOTAL:</u>	<u>16,009.57</u>

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	65.98
	<u>INVOICES TOTAL:</u>	<u>65.98</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LESLIE GODDARD	ZOOM PRESENTATION SPEAKER	300.00
	<u>INVOICES TOTAL:</u>	<u>300.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BROOKE GRAPHICS	THANK YOU ESSENTIAL WORKERS BANNER	260.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	ADDITIONAL CLEANING - JUNE 2020	2,200.00
1 WAREHOUSE DIRECT	HAND SANITIZER/PENS	259.90
	<u>INVOICES TOTAL:</u>	<u>2,719.90</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	25,172.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	562.50
	<u>INVOICES TOTAL:</u>	<u>26,659.50</u>

523401-ARCHITECTURAL/ENGINEERING SVC

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,982.00
1 HAMPTON LENZINI AND RENWICK INC	EASTPOINTE REVIEW	1,976.25
INVOICES TOTAL:		3,958.25

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AUGUST ALUMINUM	DEPOSIT/ROOF REPLACEMENT	1,000.00
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	2,873.50
1 METRA	SPAULDING ROAD QUIET ZONE	6,260.83
INVOICES TOTAL:		10,134.33

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	93.67
INVOICES TOTAL:		93.67

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SANITIZER/PENS	9.57
INVOICES TOTAL:		9.57

1500-PLANNING & DEV SERVICES

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	2,529.40
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	689.40
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	2,023.49
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	1,800.00
INVOICES TOTAL:		7,042.29

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 2020	281.28
INVOICES TOTAL:		281.28

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	103.10
INVOICES TOTAL:		103.10

1700-POLICE

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	136.12
1 ID NETWORKS	ANNUAL SERVICE AGREEMENT	3,495.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	131.63
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	42.74
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	68.64
1 VERIZON WIRELESS	WIRELESS SERVICES	456.38
INVOICES TOTAL:		4,330.51

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	659.96
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	580.98
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	608.48
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	574.84
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	842.80
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	168.23
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	471.28
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPAIRS	342.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	87.90
INVOICES TOTAL:		4,456.17

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT	3,179.65
INVOICES TOTAL:		3,179.65

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN SOLUTIONS FOR BUSINESS	LOCAL ADJUDICATION TICKETS	685.60
1 THE FINER LINE INC	PLATE ENGRAVING FEES	28.04
1 FLAGS USA LLC	SPEARS FOR HONOR GUARD FLAGS	116.00
1 INTOXIMETERS INC	MATERIALS & SUPPLIES	205.25
1 LYNN PEAVEY COMPANY	E.T. TRAINING SUPPLIES	538.60
1 LYNN PEAVEY COMPANY	TRAINING & E.T. SUPPLIES	135.00
1 SIRCHIE FINGER PRINT LABORATORIES	TRAINING SUPPLIES	208.40
1 STREICHER'S INC	MEDALS	596.00
1 WAREHOUSE DIRECT	TONER	150.99
1 WAREHOUSE DIRECT	INK CARTRIDGE	127.03
1 WAREHOUSE DIRECT	TONER/OFFICE SUPPLIES	267.94

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	26.76
		<u>INVOICES TOTAL: 3,085.61</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	NAMEPLATES/SERVING SINCE BARS	600.00
1 RAY O'HERRON CO INC	UNIFORM DRESS COAT	181.95
		<u>INVOICES TOTAL: 781.95</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	207.70
1 WEATHERTAP.COM	ANNUAL SUBSCRIPTION	158.79
		<u>INVOICES TOTAL: 366.49</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION	5,331.20
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	75.33
		<u>INVOICES TOTAL: 5,406.53</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 2020	8,200.75
		<u>INVOICES TOTAL: 8,200.75</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FINER LINE INC	PLAQUES/ENGRAVING FEES	299.99
1 WAREHOUSE DIRECT	CORDLESS KEYBOARD/FOLDERS	167.49
1 WAREHOUSE DIRECT	TONER/OFFICE SUPPLIES	211.54
		<u>INVOICES TOTAL: 679.02</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED WEIGHING SYSTEMS INC	SCALE CERTIFICATIONS	200.00
		<u>INVOICES TOTAL: 200.00</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	72.00
1 AMAZON CAPITAL SERVICES INC	RESPIRATOR FIT-TEST SUPPLIES	86.40
1 NORTH AMERICAN RESCUE LLC	RESCUE MEDICAL SUPPLIES	1,448.25
		<u>INVOICES TOTAL: 1,606.65</u>

1800-STREET MAINTENANCE

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8.75
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,780.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	545.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,515.15
INVOICES TOTAL:		6,849.41

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASEY EQUIPMENT COMPANY INC	EQUIPMENT REPAIRS	673.99
INVOICES TOTAL:		673.99

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRUGREEN	FERTILIZER APPLICATION	292.00
INVOICES TOTAL:		292.00

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SKYLINE TREE SERVICE	TREE REMOVAL SERVICES	1,600.00
1 SKYLINE TREE SERVICE	TREE REMOVAL SERVICES	1,425.00
INVOICES TOTAL:		3,025.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	185.71
1 CAROL STREAM LAWN & POWER	MATERIALS & SUPPLIES	39.99
1 GRAINGER	DIAMOND SAW BLADES	266.60
1 JSN CONTRACTORS SUPPLY	MARKING PAINT/UTILITY FLAGS	643.80
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	444.00
INVOICES TOTAL:		1,580.10

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 2020	4,186.15
INVOICES TOTAL:		4,186.15

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE	14.99
1 WAREHOUSE DIRECT	PAPER TOWELS/OFFICE SUPPLIES	44.92
INVOICES TOTAL:		59.91

534300-EQUIPMENT MAINTENANCE MATLS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

1 ATLAS BOBCAT LLC	OIL/AIR FILTERS	466.08
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	256.42
1 AUTOZONE INC	MAINTENANCE SUPPLIES	381.87
1 CAROL STREAM LAWN & POWER	PARTS FOR POWER PRUNER	20.88
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	20.10
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	26.80
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	244.56
INVOICES TOTAL:		1,416.71

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,122.88
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	928.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	1,715.90
1 WELCH BROS INC	WOODEN STAKES	74.40
INVOICES TOTAL:		3,841.18

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	36.00
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
INVOICES TOTAL:		78.42

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 L & A CONSTRUCTION SERVICES INC	BACKYARD DRAINAGE PROJECT	5,000.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,433.28
INVOICES TOTAL:		6,433.28

2200-MFT EXPENDITURES

583059-SCHICK ROAD BRIDGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	SCHICK BRIDGE CONDITION REPORT	7,435.00
INVOICES TOTAL:		7,435.00

583082-STEARNES RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	STEARNES CULVERT PROJECT	600.00
INVOICES TOTAL:		600.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

1 HAMPTON LENZINI AND RENWICK INC	NATIVE AREA MANAGEMENT	800.00
1 JULIE INC	QUARTERLY SERVICE FEES	846.41
	INVOICES TOTAL:	1,646.41

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	362.00
	INVOICES TOTAL:	362.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	45.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.99
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	60.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	123.17
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	449.26
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,099.84
1 NICOR GAS	GAS BILL	76.61
	INVOICES TOTAL:	2,910.63

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,260.92
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	773.50
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	966.50
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	395.00
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	1,986.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	870.00
	INVOICES TOTAL:	6,251.92

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	21.17
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,241.79
1 THE SHERWIN-WILLIAMS CO	MATERIALS & SUPPLIES	12.09
	INVOICES TOTAL:	1,275.05

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 2020	852.63
	INVOICES TOTAL:	852.63

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE	14.99
1 WAREHOUSE DIRECT	PAPER TOWELS/OFFICE SUPPLIES	44.92

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020

INVOICES TOTAL: 59.91

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	26.80
<u>INVOICES TOTAL:</u>		<u>26.80</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	36.00
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
<u>INVOICES TOTAL:</u>		<u>78.42</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NILKAMAL THAKKAR	REFUND/WATER BILL OVERPAYMENT	59.59
<u>INVOICES TOTAL:</u>		<u>59.59</u>

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	846.41
<u>INVOICES TOTAL:</u>		<u>846.41</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	47.24
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	78.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	46.66
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	84.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	98.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	62.17
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	64.17
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	103.66
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	129.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	232.95
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	198.87
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35,195.21
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	81.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	75.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	211.70
<u>INVOICES TOTAL:</u>		<u>36,711.74</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	32.10
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	845.52
INVOICES TOTAL:		877.62

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	185.71
1 CALCO LTD	DEMINERALIZER	139.00
INVOICES TOTAL:		324.71

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 2020	1,119.82
INVOICES TOTAL:		1,119.82

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	26.81
1 LEGEND ELECTRICAL SALES INC	ELECTRICAL SUPPLIES	78.39
1 PAXXO (USA) INC	MAINTENANCE SUPPLIES	1,020.61
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEES	150.00
1 USA BLUE BOOK	EFFLUENT PUMPS	1,669.12
INVOICES TOTAL:		2,944.93

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	36.00
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
INVOICES TOTAL:		78.42

547047-IEPA LOAN INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	18,752.96
INVOICES TOTAL:		18,752.96

547048-IEPA LOAN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	49,822.06
INVOICES TOTAL:		49,822.06

5190-SEWER CAPITAL PROJECTS EXP

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GASVODA & ASSOCIATES INC	REPLACEMENT PUMP CONTROLLER	5,950.00
	INVOICES TOTAL:	5,950.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	DESIGN - WWTP IMPROVEMENTS	216,100.00
	INVOICES TOTAL:	216,100.00

520-PARKING FUND REVENUES

450200-PARKING METER REVENUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEFF CULLISON	PARKING PERMIT REFUND	60.00
	INVOICES TOTAL:	60.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	23.54
	INVOICES TOTAL:	23.54

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	796.67
	INVOICES TOTAL:	796.67

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYDIN DECAL	TEMPORARY PARKING HANG TAGS	512.31
	INVOICES TOTAL:	512.31

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SHALLA GOYAL	DEPOSIT REFUND	250.00
	INVOICES TOTAL:	250.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	108.64

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 8/4/2020

1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	108.64
1 CINTAS FIRE PROTECTION	FIRE SYSTEM EQUIPMENT/REPAIRS	1,100.07
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JUNE 2020	275.62
INVOICES TOTAL:		1,592.97

524100-BUILDING MAINTENANCE SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	4,418.00
1 JENSEN'S PLUMBING & HEATING INC	PLUMBING SERVICES	1,360.00
INVOICES TOTAL:		5,778.00

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	241.12
INVOICES TOTAL:		241.12

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	609.82
INVOICES TOTAL:		609.82

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEAL ROLL/SUPPLIES	25.50
INVOICES TOTAL:		25.50

534333-PURCHASES - GOLF CLUBS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	2,090.50
INVOICES TOTAL:		2,090.50

5510-GOLF MAINTENANCE EXPENSES

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	2,575.98
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	967.50
INVOICES TOTAL:		3,543.48

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	609.81
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	619.38
INVOICES TOTAL:		1,229.19

5560-GOLF RESTAURANT EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.41
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM CLEANING	375.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JUNE 2020	36.19
INVOICES TOTAL:		535.60

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEAL ROLL/SUPPLIES	26.63
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	43.96
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	120.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
INVOICES TOTAL:		391.53

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEAL ROLL/SUPPLIES	25.50
INVOICES TOTAL:		25.50

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LLC	BEER PURCHASE	355.65
1 EUCLID BEVERAGE LLC	BEER PURCHASE	395.35
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	63.97
1 GRECO AND SONS INC	FOOD PURCHASE	130.72
1 GRECO AND SONS INC	FOOD PURCHASE	80.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	127.88
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	95.48
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	69.86
1 LAKESHORE BEVERAGE	BEER PURCHASE	21.60
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	165.85
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	201.19
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	157.40
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT ON ACCOUNT	-84.69
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT ON ACCOUNT	-215.00
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT ON ACCOUNT	-56.07
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	472.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	131.65
INVOICES TOTAL:		2,113.68

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.42

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM CLEANING	375.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JUNE 2020	36.19
INVOICES TOTAL:		516.61

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	60.00
1 THE KNOT WORLDWIDE INC	ADVERTISING	977.56
1 THE KNOT WORLDWIDE INC	ADVERTISING	2,162.30
INVOICES TOTAL:		3,199.86

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEAL ROLL/SUPPLIES	26.63
1 EVAN BLUM	PUMP SANITIZERS FOR BUFFETS	30.34
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	43.96
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.95
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	74.35
INVOICES TOTAL:		202.23

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEAL ROLL/SUPPLIES	24.46
1 AMAZON CAPITAL SERVICES INC	MONTHLY PLANNER REFILL	33.99
INVOICES TOTAL:		58.45

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	25.00
1 GRECO AND SONS INC	FOOD PURCHASE	80.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	195.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	202.42
INVOICES TOTAL:		503.44

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	20.81
INVOICES TOTAL:		20.81

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	196.17
1 ELGIN BEVERAGE CO	BEER PURCHASE	83.71
1 EUCLID BEVERAGE LLC	BEER PURCHASE	114.20
1 EUCLID BEVERAGE LLC	BEER PURCHASE	501.10

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	347.40
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	37.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	144.47
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	264.60
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	75.60
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	30.91
1 SCNS SPORTS FOODS	FOOD PURCHASE	98.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	721.06
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	339.83
	INVOICES TOTAL:	<u>3,004.65</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWEST MUNICIPAL CONFERENCE	BAL DUE/EMPLOYEE ASSISTANCE PRGM	683.70
	INVOICES TOTAL:	<u>683.70</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ITSAVVY	SURVEILLANCE DEVICE LICENSE	368.94
1 STRICTLY TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLY	899.40
	INVOICES TOTAL:	<u>1,268.34</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	125.00
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS	818.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	794.39
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JUNE 2020	3,752.00
1 SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	1,000.00
1 UNIFIRST CORPORATION	MATS	87.19
	INVOICES TOTAL:	<u>6,804.74</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	283.87
1 COMCAST	TELEPHONE BILL	4,129.26
	INVOICES TOTAL:	<u>4,413.13</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35.77
	INVOICES TOTAL:	<u>35.77</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/4/2020**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	209.49
1 GREAT LAKES COCA-COLA	ANNUAL EQUIPMENT RENTAL FEE	90.00
1 WAREHOUSE DIRECT	HAND SOAP	63.46
INVOICES TOTAL:		362.95

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	297.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	1,034.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	205.00
INVOICES TOTAL:		1,536.00

6100-VEHICLE REPLACEMENT EXPENSES

570180-STREETS VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUSH TRUCK CENTERS	TRUCK PURCHASE	139,215.00
1 RUSH TRUCK CENTERS	TRUCK PURCHASE	137,215.00
INVOICES TOTAL:		276,430.00

GRAND TOTAL: 802,144.04

GENERAL FUND	128,196.92
MOTOR FUEL TAX FUND	8,035.00
WATER FUND	13,523.36
SEWER FUND	333,528.67
PARKING FUND	1,392.52
GOLF FUND	25,932.94
CENTRAL SERVICES FUND	15,104.63
VEHICLE REPLACEMENT FUND	276,430.00
GRAND TOTAL	802,144.04

** Indicates pre-issue check.

Memorandum

TO: Kevin Wallace, Village President and Board of Trustees

FROM: Paula Schumacher, Village Administrator

DATE: July 28, 2020

SUBJECT: International Union of Operating Engineers Local 150

The International Union of Operating Engineers Local 150 has ratified the collective bargaining agreement for our Public Works Department employees. The agreement is now coming to the Village Board for your review and approval.

As we discussed with the Board in March, the biggest issue during the contract negotiations was the union's proposal to have our employees leave our health insurance program and receive health insurance coverage from the union. This proposal was the source of an impasse to the negotiations that resulted in the union's request to use a Federal mediator in May. The union negotiators later dropped this proposal and we were able to move quickly to resolve the remainder of the contract. No changes were made to the article covering insurance.

The key changes to the agreement are as follows:

- The changes to Article III, Dues Check Off and Fair Share were made to reflect changes in the law. Fair Share was removed from the new agreement.
- The change to sick leave parameters was made to mirror the language in the Police MAP contract. This allows the employee to use up to three days of sick time per calendar year to care for a child or spouse.
- The other significant changes to the contract are around wages and merit increases. The adjustments to base pay are as follows:
 - 2.25% increase retroactive to May 1, 2019
 - 2.25% increase effective November 1, 2020
 - 2.25% increase effective May 1, 2021
 - 2.75% increase effective May 1, 2022

Merit pay remains, payable on May 1st of each year. The changes to the pay ranges by position over the life of the contract are shown in Exhibit A.

- The changes to the merit increase apply to the employee that is at the maximum wage rate for their position, but receives a rating of competent. This employee would receive a one-time lump sum bonus of \$500.00.
- The addition that GPS trackers or in-vehicle cameras can be used in village property for safety and productivity purposes.

The preceding contract ran from April 2016 to April 2019. This agreement is through April 30, 2023.

MOTION:

I move to approve the Agreement between the Village of Bartlett and International Union of Operating Engineers, Local 150 Public Employees Division for the years 2019-2023.

AGREEMENT
VILLAGE of BARTLETT
and
INTERNATIONAL UNION OF OPERATING
ENGINEERS, Local 150
PUBLIC EMPLOYEES DIVISION
2019-2023

Table of Contents

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND REPRESENTATION	1
<u>Section 1. Recognition.</u>	1
<u>Section 2. New Classifications.</u>	1
<u>Section 3. Gender.</u>	1
<u>Section 4. Duty of Fair Representation.</u>	1
ARTICLE II NON-DISCRIMINATION.....	1
ARTICLE III DUES CHECKOFF	2
<u>Section 1. Dues Checkoff.</u>	2
<u>Section 2. Indemnification.</u>	2
ARTICLE IV UNION RIGHTS	2
<u>Section 1. Union Bulletin Board.</u>	2
<u>Section 2. Representation Time.</u>	3
<u>Section 3. Union Stewards.</u>	3
ARTICLE V MANAGEMENT RIGHTS	3
ARTICLE VI LABOR MANAGEMENT COMMITTEE	3
ARTICLE VII HOURS OF WORK AND OVERTIME.....	4
<u>Section 1. Application of Article.</u>	4
<u>Section 2. Regular Work Day.</u>	4
<u>Section 3. Regular Work Schedule.</u>	4
<u>Section 4. Overtime Pay.</u>	5
<u>Section 5. Compensatory Time.</u>	5
<u>Section 6. Break during Unscheduled Overtime.</u>	5
<u>Section 7. Call In Pay.</u>	5
<u>Section 8. No Pyramiding.</u>	5
ARTICLE VIII GRIEVANCE PROCEDURE.....	5
<u>Section 1. Definition.</u>	5
<u>Section 2. Procedure.</u>	6
<u>Section 3. Arbitration.</u>	6
<u>Section 4. Limitations on Authority of Arbitrator.</u>	7
<u>Section 5. Time Limit for Filing.</u>	8
<u>Section 6. Miscellaneous.</u>	8
<u>Section 7. Exclusivity of Grievance Procedure.</u>	8

Table of Contents
(continued)

	<u>Page</u>
ARTICLE IX NO STRIKE-NO LOCKOUT	8
<u>Section 1. No Strike. During the term of this Agreement.</u>	8
<u>Section 2. No Lockout.</u>	8
<u>Section 3. Judicial Restraint.</u>	9
ARTICLE X SENIORITY AND PROBATIONARY PERIOD	9
<u>Section 1. Definition of Seniority.</u>	9
<u>Section 2. Probationary Period.</u>	9
<u>Section 3. Probationary Period Following Promotion.</u>	9
<u>Section 4. Seniority List.</u>	9
<u>Section 5. Layoffs.</u>	10
<u>Section 6. Recalls.</u>	10
<u>Section 7. Termination of Seniority.</u>	10
ARTICLE XI SICK LEAVE	11
<u>Section 1. Purpose.</u>	11
<u>Section 2. Days Accrued.</u>	11
<u>Section 3. Use of Accrued Sick Leave.</u>	11
<u>Section 4. Medical Verification.</u>	11
<u>Section 5. Annual Sick Leave Buy Back.</u>	12
<u>Section 6. Sick Leave Payout Upon Separation.</u>	12
ARTICLE XII HOLIDAYS AND PERSONAL DAYS	12
<u>Section 1. Holidays.</u>	12
<u>Section 2. Holiday Pay And Work Requirements.</u>	13
<u>Section 3. Eligibility Requirements.</u>	13
<u>Section 4. Personal Leave.</u>	13
ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE	13
<u>Section 1. Funeral Leave.</u>	13
<u>Section 2. Jury Leave.</u>	13
<u>Section 3. Witness Leave.</u>	14
<u>Section 4. Military Leave.</u>	14
<u>Section 5. Leave for National Guard or Reserve Duty.</u>	14
<u>Section 6. Discretionary Leave.</u>	14
<u>Section 7. Administrative Leave.</u>	14
<u>Section 8. Non-employment Elsewhere.</u>	14
<u>Section 9. Unauthorized Absence.</u>	14
ARTICLE XIV VACATIONS	15
<u>Section 1. Paid Vacations.</u>	15
<u>Section 2. Vacation Pay.</u>	15
<u>Section 3. Vacation Eligibility. V</u>	15

Table of Contents
(continued)

	<u>Page</u>
<u>Section 4. Vacation Scheduling.</u>	15
<u>Section 5. Vacation Accumulation.</u>	15
<u>Section 6. Vacation Exchange.</u>	16
<u>Section 7. Pay Upon Death or Termination.</u>	16
ARTICLE XV WAGES.....	16
<u>Section 1. Minimum and Maximum Wage Rates.</u>	16
<u>Section 2. Merit Increases.</u>	16
<u>Section 3. Longevity Pay.</u>	17
<u>Section 4. Certification Pay.</u>	18
<u>Section 5. Cell Phone/Pager Pay.</u>	18
ARTICLE XVI INSURANCE.....	19
<u>Section 1. Medical Insurance Coverage.</u>	19
<u>Section 2. Insurance Cost Allocation.</u>	19
<u>Section 3. Opt Out Benefit.</u>	19
<u>Section 4. Cost Containment.</u>	20
<u>Section 5. Life Insurance.</u>	20
<u>Section 6. Dental Insurance.</u>	20
<u>Section 7. Terms of Insurance Policies to Govern.</u>	20
ARTICLE XVII MISCELLANEOUS	21
<u>Section 1. Effects of Layoff.</u>	21
<u>Section 2. Tuition Reimbursement.</u>	21
<u>Section 3. Attendance at Conferences.</u>	21
<u>Section 4. Physical Examination. U.</u>	21
<u>Section 5. Discipline.</u>	22
<u>Section 6. Light Duty.</u>	22
<u>Section 7. Subcontracting.</u>	22
<u>Section 8. Job Posting.</u>	23
<u>Section 9. Family and Medical Leave Act of 1993.</u>	23
<u>Section 10. Americans With Disabilities Act.</u>	23
<u>Section 11. Drug and Alcohol Testing.</u>	23
<u>Section 12. No Solicitation.</u>	24
<u>Section 13. Personnel Records.</u>	24
<u>Section 14. Notice of Resignation or Retirement.</u>	24
<u>Section 15. Uniforms & Workboots.</u>	24
<u>Section 16. RHSP Contribution.</u>	25
<u>Section 17. Flexible Spending Account.</u>	25
<u>Section 18. Time Clocks</u>	25
<u>Section 19. On the Job Injuries.</u>	25
<u>Section 20. GPS Trackers.</u>	25

PREAMBLE

THIS AGREEMENT entered into by the Village of Bartlett (hereinafter referred to as the "Village" or the "Employer") and International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; acknowledgment of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time employees in the Village Public Works Department in the following job classifications: Maintenance Worker I, Maintenance Worker II, Senior Maintenance Worker, Lab Technician, Plant Operator I, Plant Operator II, and Custodian. Excluded from the bargaining unit are all other Village employees, including but not limited to, the Public Works Director, Assistant Director, Water Supervisor, Street Supervisor, Treatment Plant Supervisor, Arborist, and Public Works Secretary, as well as supervisors, professional employees, short-term employees, managerial employees, and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 2. New Classifications. In the event the Village establishes a new bargaining unit classification, it will notify the Union of the new classification. The Village shall have the right to set the initial wage rate for any new bargaining unit classification, provided that this position shall be eligible for any remaining salary increases under the remaining term of this Agreement. In the event the Village and the Union cannot agree on whether a newly created classification is a bargaining unit position, either party may file a unit clarification petition with the ISLRB.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 4. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership.

ARTICLE II NON-DISCRIMINATION

Neither the Village nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, Union membership or activity or refraining from such activity. Employees are encouraged to promptly report any perceived discrimination to Public Works Director or the

Human Resources Director, or their respective designees. Provided, however, that any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of race, sex, age, religion, creed, color, disability, or national origin shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III DUES CHECKOFF

Section 1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, as well as initiation fees, assessments and other payments for the Union. An employee may revoke his/her authorization for the collection of dues and other payments to the Union pursuant to the terms of such lawful authorization card executed by the employee upon advance written notice to the Village. The Village will send the dues and other payments collected under this Section to the Union within 21 days after the deductions have been made.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year of this Agreement by giving the Village at least thirty (30) days advance written notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, or other payments to the Union, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this provision.

Section 2. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE IV UNION RIGHTS

Section 1. Union Bulletin Board. The Village will continue to make available space on bulletin boards at the Public Works Garage and Waste Water Treatment Plant for the Union to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of the collective bargaining agreement, the investigation of grievances, other workplace complaints and issues, and internal matters involving the governance of the Union. Official Union notices shall be of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin boards.

Section 2. Representation Time. An employee required to act as a union representative in a grievance meeting scheduled by the Village during said employee's scheduled working hours will not suffer a loss of pay for attending that meeting. No employee shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department.

Section 3. Union Stewards. The Union shall designate up to three (3) duly authorized bargaining unit representatives as the Stewards and will provide written notice to the Village to identify the Stewards.

ARTICLE V MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE VI LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to three (3) bargaining unit employees designated by the Union, and three (3) persons designated by the Village Administrator or her designee. A Union representative may attend a Labor Management Committee meeting with advance notice to the Director of Public Works. The party requesting

the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) working days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VII HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 2. Regular Work Day. The regular work day for employees shall be eight and one-half (8-1/2) consecutive hours, which shall include an unpaid thirty (30) minute meal period. In addition, the normal work day will, when practical, include one paid 15 minute break in the first four hours of the shift and a second paid 15 minute break in the latter four hours of the shift.

Section 3. Regular Work Schedule.

- a) The regular work schedule for employees covered by this Agreement (excluding part-time employees and the custodian) shall be seven (7) days, normally consisting of five (5) consecutive work days, as determined by the Employer. The current shift hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m., Monday through Friday, as determined by the Village. The current normal work schedule for such employees shall remain in effect unless the Village exercises its right to change the schedule, subject to the procedures as set forth herein. The Village retains the right to determine the work schedule for part-time employees and the custodian, and modify such schedule from time to time.
- b) Should it be necessary in the Village's judgment to temporarily establish a schedule departing from the normal work day, normal work week or the normal work cycle, or to temporarily change the normal work schedule of an employee or employees, the Village will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change.
- c) If the Village desires to permanently alter employee work schedules, the Village shall where practicable, (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union in a Labor Management meeting.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: A grievance shall be submitted by the grievant in writing to the appropriate immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works or his designee within ten (10) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Public Works, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and/or an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director of Public Works, or his designee, shall provide a written answer to the grievant and/or the Union within ten (10) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within ten (10) calendar days after receipt of the Village's answer at Step 2. Thereafter, the Village Administrator or her designee and other appropriate individual(s) as desired by the Village Administrator, shall offer to meet with the grievant and/or a Union representative within fourteen (14) calendar days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the grievant and/or the Union within fourteen (14) calendar days following the meeting.

Section 3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the

grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. Both the Village and the Union shall have the right to alternately strike three (3) names from the panel. The Union shall strike the first name; the Village shall then strike a name, the Union shall strike next, and so on. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may waive this requirement.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless otherwise mutually agreed, the cost of a written transcript shall be divided equally between the Village and the Union.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 5. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the grievant within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties by mutual agreement in writing, may: 1) extend any of the time limits set forth in this Article; or 2) skip steps in a specific instance.

Section 6. Miscellaneous. No member of the bargaining unit who is serving in an "acting up" capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE IX NO STRIKE-NO LOCKOUT

Section 1. No Strike. During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing (with regard to wages, hours or terms and conditions of employment) for or against the Village or at the home or outside business of any elected official of the Village, picketing in a Village uniform or any other concerted intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of Section 1 of this Article. Nothing contained herein shall preclude the Union from obtaining judicial restraint and damages in the event of a violation of Section 2 of this Article.

ARTICLE X
SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay. Seniority shall not accrue after an employee with a work related injury has been off work for more than 12 months.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of at least six (6) months of actual work. The Village may, at its sole discretion, extend any employee's probationary period until such time as an employee obtains a required license or certification, for up to an additional three (3) months of work. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the termination of a probationary employee.

There shall be no seniority among probationary or part-time employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

Section 3. Probationary Period Following Promotion. If an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary employee for the first three (3) months of actual work performed by the employee following the effective date of the promotion. During this probationary period, the Village retains the right to demote or transfer such employee with or without cause to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion. The Village will provide an employee who is demoted or transferred pursuant to this Section with a written statement as to the basis of the demotion or transfer, provided that such action shall not be subject to the grievance procedure.

This Section shall not be applicable to a change from Maintenance Worker I to Maintenance Worker II.

Section 4. Seniority List. On or before May 1st of each new calendar year, the Village will post a seniority list setting forth each employee's seniority date, and provide a copy of such list to a Union representative. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the list is posted. If more than one employee was hired on the same day, seniority among them shall be in alphabetical order.

Section 5. Layoffs. If the Village in its discretion determines that a layoff of an employee or employees within a position classification is necessary, then the Village will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, as reasonably determined by the Village, then seniority shall be the determining factor. Provided, however, that part-time or probationary employees within a position classification covered by this Agreement will be laid off first.

An employee subject to layoff under this Section may bump a full-time bargaining unit employee with less seniority in a lower paid job classification, provided the bumping employee has the qualifications, skill and ability to perform the work, as determined by the Village, and has given notice of his or her intent to bump within three (3) working days of receiving the layoff notice.

When practicable, the Village will provide the Union with at least sixty (60) calendar days notice of its intent to layoff under this Section.

Section 6. Recalls. Non-probationary employees who are laid off pursuant to the above Section shall be placed on a recall list for a maximum period of two (2) years following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Employer shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section shall forfeit further recall rights.

This Section shall not apply to part-time employees, who have no recall rights.

Section 7. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause (probationary employees without cause);
- c) retires or is retired;
- d) fails to report for work within three (3) work days after the conclusion of an authorized leave of absence;

- e) is laid off and fails to notify the Village of his intent to return to work within five (5) days after receiving notification of recall, or fails to report to work within ten (10) calendar days after receiving notification of recall;
- f) is laid off for a period in excess of two years;
- g) does not perform work for the Village for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- h) is absent for two (2) or more consecutive work days without notifying the Village, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated.

ARTICLE XI
SICK LEAVE

Section 1. Purpose. Sick leave with pay is a privilege to be used for the employee's own non-work related personal disability or personal illness; sick leave is not a vested right and does not extend to caring for ill or disabled family members or any other purpose (except as otherwise specifically permitted under the Village FMLA policy). Provided, however, use of sick leave to care for an immediate family member in the employee's household which necessitates the employee's absence from work shall be limited to three days in a calendar year. For purposes of this Section, members of the immediate family shall be limited to the employee's spouse or child (including step children). An employee may request advance approval from the Director of Public Works or the Director's designee to use sick leave to attend to a necessary medical or dental appointment which cannot be scheduled during non-work hours. Taking unjustified sick leave shall be considered just cause for serious disciplinary action, up to and including dismissal.

Section 2. Days Accrued. Full-time employees shall accrue sick leave pay at the rate of one day for each full month of continuous employment up to a total of twelve (12) full days for a continuous work year. The maximum sick leave accrual is 180 days.

Section 3. Use of Accrued Sick Leave. Except as otherwise provided herein, a full-time employee will receive one day's pay for each day of accrued sick leave which is used according to Section 1 of this Article. Sick leave must be used in increments of no less than one (1) hour and to be eligible for paid sick leave the employee must give as much advance notice as possible, but in no event later than thirty minutes prior to the employee's scheduled start time. Such notice shall be given by the employee to a non-bargaining unit supervisor, or a message shall be left on the Public Works answering machine, with a return telephone number where the employee can be reached during his regular working hours. In the event a sick leave day and a holiday fall on the same day, holiday, not sick leave, is paid.

Section 4. Medical Verification. As a condition to eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday; or in such other circumstances as may be deemed appropriate by the

Director of Public Works or the Human Resource Director. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense, for the purpose of determining the employee's fitness for duty.

Section 5. Annual Sick Leave Buy Back. All eligible employees who have accrued sixty (60) or more days of sick leave, as of the end of each fiscal year, may, at the employee's discretion, be eligible for a partial Buy back, as set forth herein.

At the end of each fiscal year, after banking at least 6 days which were accrued during the fiscal year, the employee may elect a payout of the remaining days at 50% of any sick leave days which were accrued and unused during the previous fiscal year. In no event will any employee be eligible for more than 50% of 6 of 12 days which were accrued during the fiscal year, i.e., 3 days pay.

An employee who is interested in the Buy back described herein must submit a written request to the Director of Public Works or the Director's designee no later than June 1st, following the end of the prior fiscal year.

Example, an employee having used 2 sick leave days during the fiscal year has 10 days left. Of these 10 days, 6 days must be banked. The employee may request payment at 50% for the 4 remaining days.

Section 6. Sick Leave Payout Upon Separation. Any employee who is separated from employment for any reason may, at time of separation, request a Buy back of accrued sick leave days in excess of 60 days, as specified herein. Those days in excess of 60 may be bought back at the rate of 1/3 of a day's pay for each such day, provided a maximum of 90 days may be applied to this sick leave payout provision, for a total of 30 days of pay at time of separation. For example, if an employee resigns with 75 days of accrued but unused sick leave, the employee may request a Buy back of 15 days (75 minus 60) at the rate of 1/3 of a day's pay for each day, for a total of 5 days pay.

ARTICLE XII HOLIDAYS AND PERSONAL DAYS

Section 1. Holidays. The following holidays are observed under this Agreement on dates designated by the Village Administrator:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- Four (4) Personal Days

If a holiday falls on a Sunday, the following Monday shall normally be observed as the holiday. If a holiday falls on a Saturday, the previous Friday shall normally be observed as the holiday.

Section 2. Holiday Pay And Work Requirements. Full-time employees who have completed ninety (90) days of service shall be credited with eight (8) hours' straight-time pay for each unworked observed holiday, subject to the eligibility requirements set forth in Section 3 of this Article. Full-time employees who work on a holiday shall receive overtime pay for all hours worked on the holiday, in addition to eight (8) hours of holiday pay.

Section 3. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day immediately preceding and immediately following the holiday, unless the employee is on approved paid vacation, personal leave or comp. time or submits a physician's certification of illness for the date in question. Employees who are suspended, who are on disability leave (excluding leave pursuant to the Family and Medical Leave Act), who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

Section 4. Personal Leave. The personal leave days described in Section 1 of this Article are accrued as of May 1 of each new Village fiscal year. Whenever possible, employees desiring to use personal leave shall submit a written request on a form designated by the Village for approval by the Public Works Director or his designee at least seven (7) calendar days prior to the requested date of personal leave, unless this requirement is waived in a specific instance by the Public Works Director or his designee. Personal leave may not be taken in increments of less than one half (½) day, unless otherwise approved by the Director of Public Works or his designee in a specific instance. It is expressly understood that the final right to approve or deny a request to utilize personal leave is reserved by the Director of Public Works.

Unused personal leave days are forfeited without compensation, and may not be carried over from one fiscal year to the next.

Upon termination of employment for any reason, an employee shall forfeit all earned personal leave days and will not receive any compensation in lieu of said personal leave.

ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE

Section 1. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, child (natural, step or adopted), parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, and grandchild), an employee shall be granted up to three (3) consecutive work days off with pay, if necessary, as funeral leave if the employee attends the funeral. An employee shall provide satisfactory evidence of the death of a member of the immediate family, if so requested by the Village. When special circumstances warrant extended leave, an additional two (2) days may be granted at the discretion of the Director of Public Works or, in his absence, the Village Administrator.

Section 2. Jury Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on

which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror.

Section 3. Witness Leave. Any employee who is subpoenaed to testify by an outside third party as a direct result of his employment with the Village shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present to testify and on which the employee would otherwise have been scheduled to work. The employee shall submit a copy of the subpoena and/or other evidence that he/she appeared and testified as such a witness. The employee shall remit any witness fees to the Village in order to be eligible for such compensation. An employee may retain, however, any witness fees specifically designated as reimbursement for travel expenses. Nothing in this Section 3 shall require the Village to compensate an employee who is compelled to appear and/or testify at any disciplinary hearing, arbitration proceeding, or when the employee is subpoenaed by the Union or a co-worker.

Section 4. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 5. Leave for National Guard or Reserve Duty. Leave for National Guard or Reserve Duty shall be granted in accordance with applicable law.

Section 6. Discretionary Leave. Upon an employee's written request to the Public Works Director, or the Director's designee, the Village may, in its discretion, approve or deny a special unpaid leave of absence under such terms and conditions as the Village may specify in the specific instance. Once an employee has submitted a written application for such a leave, the Director shall make a good faith effort to respond to the employee within ten (10) calendar days. During any such approved leave of absence, the employee shall pay 100% of the premium for any continuation of Village provided insurance.

Section 7. Administrative Leave. The Village may place an employee on an administrative leave, with pay, pending the outcome of a disciplinary investigation. If an employee is placed on such a leave, the Village will make a good faith effort to conduct the investigation in a timely manner.

Section 8. Non-employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self employment) while on any leave of absence provided in this Article or Agreement may be immediately terminated by the Village. This Section shall not apply when an employee is on vacation, on a paid holiday or using Personal Leave or comp. time under this Agreement.

Section 9. Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of three (3) or more consecutive work days without notification by an employee to his or her immediate non-bargaining unit supervisor shall be considered an abandonment of position and shall result in the automatic termination of the employment relationship.

ARTICLE XIV
VACATIONS

Section 1. Paid Vacations. This paragraph applies to full-time employees hired on or before December 1, 2016. Such [f]ull-time employees who, as of their anniversary date each year, attain the years of continuous service with the Public Works Department as indicated in the following table shall receive vacation with pay as follows:

<u>Continuous Service</u>	<u>Vacation</u>
1st year through 5th year	2 weeks
6th year through 10th year	3 weeks
11th year or more	4 weeks

Effective with the 2005 calendar year, and commencing after 15 years of employment, an employee shall accrue 8 additional hours of vacation per year, ending with a maximum vacation accrual of 5 weeks after 20 years of continuous service with the Village.

This paragraph applies to full-time employees hired on or after December 1, 2016. Such full-time employees who, as of their anniversary date each year, attain the years of continuous service with the Public Works Department as indicated in the following table shall receive vacation with pay as follows:

<u>Continuous Service</u>	<u>Vacation</u>
1st year through 6th year	2 weeks
7th year through 12th year	3 weeks
13th year or more	4 weeks

Section 2. Vacation Pay. A week's vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 3. Vacation Eligibility. Vacation time is not earned during an unpaid leave of absence.

Section 4. Vacation Scheduling. Vacations shall be scheduled on a calendar year basis. Employees shall submit a written request to use earned vacation not less than fourteen (14) days prior to the date the vacation would begin. (The Director may, in his sole discretion, consider a vacation request with less notice in a specific instance.) Vacation may not be taken in increments of less than one half (½) day. All vacation requests are subject to advance approval by the Director of Public Works or his designee. It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Village Public Works Director in order to ensure the orderly performance of services provided by the Village.

Section 5. Vacation Accumulation. An employee must utilize vacation time during the anniversary year in which it is earned, provided that an employee may carry over not more

than two (2) times their annual vacation time from one anniversary year to the next, i.e., the employee's current year of vacation accrual plus the prior year of vacation accrual. Except as otherwise provided herein, unused vacation time will be forfeited if it is not used during the anniversary year in which it is earned. An employee may not utilize vacation before it has actually been accrued.

Section 6. Vacation Exchange. An employee with five (5) or more years of service may elect twice annually to exchange up to two week's of accrued vacation for pay in lieu of time off by giving written notice to the Village, provided that the employee maintains at least 2 weeks of accrued vacation for actual use. Any such vacation exchange is subject to verification by the Director of Public Works. In no event may an employee exchange more than a total of two (2) weeks of vacation per year under this section.

Section 7. Pay Upon Death or Termination. Employees shall receive compensation for all earned, unused vacation and comp time as of the employee's date of termination or separation from employment or death prior to separation. Pay will be based upon the rate earned at time of separation.

ARTICLE XV WAGES

Section 1. Minimum and Maximum Wage Rates. The minimum and maximum wage rates for the term of this Agreement are set forth in Appendix A, attached.

The minimum rate shall be the normal hiring rate, provided the Village reserves the right to hire an experienced employee at a higher rate within the applicable job classification range. No employee can be compensated below the minimum wage rate or above the maximum wage rate for their job classification, except as otherwise specifically provided in Article XV, Section 4 (Certification Pay). Employees may progress from minimum to maximum by means of annual merit increases described in Section 2 of this Article. Hourly rates shall remain unchanged pending negotiations for a successor agreement.

Note: The above adjustments provide for a 2.25% increase in regular base pay retroactive to May 1, 2019 for those employees in the bargaining unit upon settlement, a 2.25% increase effective November 1, 2020, a 2.5% increase effective May 1, 2021, and a 2.75% increase effective May 1, 2022, pursuant to Appendix A, attached.

A Maintenance Worker I shall advance to Maintenance Worker II classification upon successful completion of 2 years of service as a MWI, and receive a one-time wage increase of 2% at such time.

Section 2. Merit Increases.

During each of the Fiscal Years covered by this Agreement (2019-2020, 2020-2021, 2021-2022, 2022-2023) eligible employees may receive an annual merit increase (within their

wage range) based upon the results of an annual performance evaluation rating, as determined by the Village, pursuant to the following schedule:

Unsatisfactory	0%
Needs Improvement	0%
Competent	1%
Exemplary	2.5%
Superior	3%

The annual merit increase will be retroactive to May 1 of each such fiscal year. (E.g., if the Village completes an evaluation in May or June, 2020 with an exemplary rating for a particular employee, such employee's 2.5% merit increase would be retroactive to May 1, 2020.)

Any employee who has reached the maximum wage rate for their job classification shall be ineligible for the merit increases described above. Any such employee who receives an overall exemplary or superior merit evaluation shall receive a one-time, lump sum bonus in the gross amount of \$1,000. Commencing with the May 1, 2020 fiscal year, such an employee who has reached the maximum wage rate who receives an overall competent merit evaluation shall receive a one-time, lump sum bonus in the gross amount of \$500. Such lump sum bonuses shall not be added to an employee's base pay.

General. Notwithstanding the foregoing, any new probationary employee hired between November 1 and June 30 of a fiscal year shall not receive their first merit increase unless or until such employee successfully reaches their 6 month anniversary date. Any new probationary employee hired between July 1 and October 31 of a given fiscal year shall receive one half (½) of the merit percent specified above upon successful completion of their 6 month anniversary date, and be eligible for a full merit increase the following May 1st.

An overall merit evaluation of "unsatisfactory" or "needs improvement" may be grieved through all the steps to final and binding arbitration, provided the employee files any such grievance in a timely manner. No other merit evaluations, or components thereof, may be grieved.

Note: Consistent with the foregoing, the annual merit increases for May 1, 2019 and May 1, 2020 will be retroactive on all hours paid during the applicable year, for eligible employees in the bargaining unit upon settlement.

Section 3. Longevity Pay. This Section shall not apply to any employee hired on or after the date this 2013-16 Agreement is ratified. Subject to the salary ranges set forth in Appendix A, employees who have been in continuous full-time service of the Village of Bartlett Public Works department for ten years or more shall be eligible for longevity pay as follows:

-Upon reaching their ten year anniversary, an employee shall receive a one-time five percent (5%) increase in their hourly rate, provided such increase does not cause the employee to exceed the maximum of his or her pay range as set forth on Appendix A.

-Upon reaching their fifteen year anniversary, an employee shall receive a one-time five percent (5%) increase in their hourly rate, provided such increase does not cause the employee to exceed the maximum of his or her pay range as set forth on Appendix A.

To the extent a longevity increase under this Section exceeds the maximum of the employee's pay range, the excess will be paid to the employee as a one-time, lump sum bonus, and not added to base pay.

On or after May 1, 2013, when an employee subsequently reaches his or her 20th year anniversary date of employment as a full-time employee with the Village, such employee shall receive a one-time, lump sum bonus in the gross amount of \$2,000, which said amount shall not be added to base pay.

Section 4. Certification Pay. Any employee who achieves a classification based on the State of Illinois Environmental Protection Agency Certification Program for Water Supply Operators and Wastewater Treatment Operators during the term of this Agreement shall receive a one time increase in their hourly rate in the amount of twenty-five cents (\$.25), for each classification received, provided a Wastewater Treatment Operator shall be eligible for a "4" or "Collection" certification, but not both. (Renewals of existing classifications shall not result in any increases under this Section.) The classifications are as follows:

<u>Water Supply Operators</u>	<u>Wastewater Treatment Operators</u>
A	1
B	2
C	3
D	4 or Collection

To be eligible for certification pay under this Section, the employee must be assigned to the Water or Sewer Division that is the subject of the certification. (E.g., an employee normally assigned to the water division would not be eligible for certification pay as a wastewater treatment operator.) Subject to the foregoing, an employee is allowed a maximum of four (4) classification increases in each certification program. No increase will be given to any employee who loses their certification and then re-qualifies for the same certification.

Following the date this Agreement becomes effective, employees required to possess a commercial driver's license ("CDL") shall be reimbursed for the difference between the cost of the CDL renewal and the cost of a regular Class D driver's license upon renewing the CDL, provided appropriate substantiation is provided to the Village in a timely fashion.

Section 5. Cell Phone/Pager Pay. The Village reserves the right to require any or all employees to carry a Village issued cell phone for business use only. Employees who are assigned to carry such a device for an entire week (end of shift Monday to beginning of shift the following Monday) will receive \$140 per week the pager is carried. Employees who are assigned to carry such a device for a weekend only (end of shift Friday to the beginning of shift the following Monday) will receive \$70 per weekend, for each weekend the pager is carried. No employee shall be eligible for more than \$140 of pay under this Section during any 7 day period. In addition, there is no additional pay for those who carry more than one (1) device at a time.

The Village will attempt to accommodate those employees who, for their own convenience, wish to carry a pager in anticipation of a call back, such as for snow and ice control. Under such circumstances, however, the employee shall be ineligible for pay under this Section.

Employees shall respond to all calls, texts or notifications by telephone within 15 minutes of receiving same. Any employee who fails to respond in a timely manner shall forfeit any entitlement to pay under this Section, and be subject to appropriate discipline, as well.

ARTICLE XVI INSURANCE

Section 1. Medical Insurance Coverage. The Village maintains a group medical and hospital insurance program for all regular full-time employees of the Village. The Village shall provide group medical and hospital insurance for all employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The Village reserves the exclusive right to change carriers, alter or amend group medical and hospital insurance based on changes in coverage or insurance cost. However, employees covered by this Agreement will, during the term of this Agreement receive the same coverage as all other eligible non-bargaining unit Village employees.

Section 2. Insurance Cost Allocation. The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Village and the employee as follows:

Preferred Provider Option Plan. The employee shall pay fifteen percent (15%) of the premium for single or family coverage, and the Village shall pay eighty-five percent (85%) of the premium.

Alternate Plan. The employee shall pay ten percent (10%) of the premium for single or family coverage, and the Village shall pay ninety percent (90%) of the premium for the HMO Plan or other non-PPO medical insurance plan option which may be offered by the Village from time to time to non-represented employees.

The phrase "family coverage", as used in this Section, includes the employee and the employee's eligible dependents. The term "single" refers to employee only coverage. The employee's share of the applicable premium shall be deducted from the employee's paycheck, whenever practicable.

On or after May 1, 2014, the Village's existing practice of reimbursing employees for pharmaceutical purchases and insurance plan co-pays shall be stopped, provided such program is likewise eliminated for non-represented Village employees, and shall remain discontinued, unless or until reinstated for non-represented employees.

Section 3. Opt Out Benefit. Employees that are eligible for, or enrolled in, single Village health insurance coverage and elect not to enroll in the Village insurance plan, shall receive \$700 annually upon presenting proof, during the annual open enrollment period, that

non-Village single health insurance has been obtained elsewhere. \$350 shall be paid in June of the health insurance year following the opt-out, and \$350 shall be paid in the following December of the health insurance year.

Employees that are eligible for, or enrolled in, family Village health insurance coverage and elect not to enroll in the Village insurance plan, shall receive \$2,000 annually upon presenting proof, during the annual open enrollment period, that non-Village family health insurance has been obtained elsewhere. \$1,000 shall be paid in June of the health insurance year following the opt-out, and \$1,000 shall be paid in the following December of the health insurance year.

In no event shall any employee be eligible to receive more than \$2,000 during any health insurance year under this Section. The single and family payments described in paragraphs 1 and 2 of this Section are mutually exclusive, and may not be combined.

Employees who elect the alternative benefit described in this Section, *i.e.* have opted out of coverage under the Village provided health insurance plan, and subsequently lose their non-Village health insurance coverage are allowed re-entry into Village health insurance coverage during the plan year without showing evidence of insurability and waiving pre-existing condition exclusions, provided the employee has not voluntarily relinquished his/her alternative health insurance during the plan year. In addition, an employee may, as a condition of re-entry during the plan year, be required to repay any amounts received under this Section for such plan year.

Section 4. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 5. Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of forty-thousand dollars (\$40,000). The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 6. Dental Insurance. Employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to other eligible non-bargaining unit Village employees, as the same may be changed from time to time for all such employees. Employees in this bargaining unit shall contribute the same dollar amounts as other eligible non-bargaining unit employees for such coverage.

Section 7. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies or plans referred to in this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XVII
MISCELLANEOUS

Section 1. Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan.

An employee who is laid off will be paid for earned, but unused, vacation and comp time.

Section 2. Tuition Reimbursement. During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Public Works Director or his designee.

Section 3. Attendance at Conferences. If an employee receives advance approval from the Director of Public Works to attend a conference, seminar, technical meeting and/or training program, then the employee may be paid by the Village for time spent at such a meeting, but only at the employee's straight-time hourly rate for hours the employee would otherwise have worked in his or her regular work schedule. Time spent traveling to and from the conference site shall not be considered hours worked, except to the extent the travel time occurs during the employee's regularly scheduled working hours. If an employee, with approval, uses his personal vehicle to drive to and from the conference site, then such employee will be reimbursed for mileage at the applicable IRS rate.

This Section does not apply to courses which an employee elects to take under the Tuition Reimbursement Section of this Agreement.

Section 4. Physical Examination. Upon an employee's return to duty following a layoff or medically related leave of absence of five (5) or more days, the Village may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village.

In order to ensure a safe and productive workplace, the Village may require an employee at its expense, to undergo a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village, provided that cause for such an examination exists.

Nothing herein shall preclude an employee from applying for a disability leave under IMRF, if available.

Section 5. Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; written reprimand; suspension; and discharge. The Village agrees in principle to the tenets of progressive discipline for non-probationary employees; however, nothing in this Agreement limits the Village's right to summarily discharge or suspend an employee without warning for serious offenses.

The Village shall not discharge, suspend or issue a written reprimand to any non-probationary employee without just cause. The procedure set forth in Article VIII (Grievance Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section.

Section 6. Light Duty. The Village may require employees who are unable to perform their regular job duties on a temporary basis because of a duty related injury to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk and that such return to work will not aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within 120 calendar days. The terms and conditions of the light duty assignment, including hours of work, shall be determined exclusively by the Public Works Director or the Director's designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Public Works Department. Generally, a light duty assignment under this Section shall not exceed 120 calendar days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician determines that an employee is capable of returning to his or her normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within 120 calendar days, the Village retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the Village to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists, and only as long as such need exists.

Section 7. Subcontracting. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work in a general area, where such contracting out would result in the layoff of any non-probationary bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date an existing non-probationary bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out. Following notice and an opportunity to meet, the Village reserves the right to proceed with such layoff.

Section 8. Job Posting. If there is a permanent vacancy in a full-time bargaining unit position which the Village decides to fill, then a notice of such vacancy will be posted on a bulletin board in the Public Works Garage and the Waste Water Treatment Plant for at least seven (7) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Village Human Resources Director not later than the seventh calendar day on which the notice is posted. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom, pursuant to this Section.

In the event the skill, qualifications and experience of two or more applicants (internal or external) for a bargaining unit position posted under this Section are equal, as reasonably determined by the Village, then an existing employee with greater seniority will be offered the position first.

Section 9. Family and Medical Leave Act of 1993. The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA"). If an employee takes an unpaid leave under the FMLA for the employee's own qualifying serious health condition, then the Village will continue to provide insurance, as provided under this Agreement, and the employee shall pay his or her share of the cost. If an employee does not return to work at the end of the FMLA leave period for reasons other than the employee's continued serious health condition, then the Village may require the employee to reimburse the Village for the premiums paid by the Employer during the leave, which such amount may be deducted from the employee's pay or otherwise collected by the Village.

Section 10. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 11. Drug and Alcohol Testing. The Village may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, providing, in the opinion of the Director of Public Works or his designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage. The Village also may require any or all employees to participate in random drug testing. Any random testing performed shall comply with federal and state regulations relating to employees with CDL licenses.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Public Works Director and/or his designee for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Director of Public Works any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for immediate termination.

Section 12. No Solicitation. The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Bartlett Public Works Department or the Village of Bartlett.

Bargaining unit members agree that the Village name, logo or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Bartlett Public Works Department" in their name or describe themselves as the "Village of Bartlett." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining and other benefits to certain public works employees employed by the Village. This paragraph does not apply to the solicitation efforts of Local 150 or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

Section 13. Personnel Records. An employee shall be provided with access to his or her personnel record and all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

Section 14. Notice of Resignation or Retirement. An employee shall provide the Village with at least fourteen (14) calendar days notice of resignation or retirement, unless the Village determines the employee was unable to do so for reasons beyond his control which the employee could not have reasonably anticipated. Any employee who fails to provide the requisite notice under this Section shall be obligated to repay the Village for any paid sick leave or personal leave taken or compensated during the last thirty (30) days of employment, which amount may be withheld from the employee's final pay.

This Section shall not apply to part-time employees.

Section 15. Uniforms & Workboots. The Village will contract with a uniform vendor selected by the Village, as the same may be changed from time to time by the Village. Employees will be given an allowance of \$550 each fiscal year to purchase clothing items through the Village vendor. Once the allowance is spent the employee shall pay for all additional costs for clothing items. The clothing items available shall include:

- Short sleeve teeshirt
- Long sleeve teeshirt

- Sweatshirt
- Cotton pants
- Winter jacket
- Safety boots meeting ANSI 75 rating

All employees shall be expected to wear such work uniforms as designated by the Director of Public Works or his designee. Clothing shall be washed and maintained by employees. Damaged and worn uniform items shall not be worn to work and shall be replaced by employee.

Section 16. RHSP Contribution. The Village will contribute \$1,100 per fiscal year for each non-probationary employee into a Retirement Health Savings Plan offered by the ICMA Retirement Corporation (hereinafter referred to as the "RHS Plan") created for this bargaining unit, pro rata for persons employed in such capacity for less than a full fiscal year. Upon separation from employment any vacation pay due under Article XIV, Section 7, shall be placed into the RHS Plan, in lieu of direct payment to the employee.

Employee eligibility for participation in the RHS Plan, as well as contribution elections, withdrawals, qualified expenses, benefits provided and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time-to-time by the Village or the Plan Administrator.

Section 17. Flexible Spending Account. Bargaining unit employees may participate in a Section 129 Flexible Spending Account plan offered by the Village, subject to the terms and conditions of the plan document, on the same terms as other non-represented full-time Village employees, as the same may be changed from time to time by the Village.

Section 18. Time Clocks. The Village will install or maintain time clocks or an equivalent system to assist with the recording of hours of work, which time clock or system shall be utilized by bargaining unit employees as directed by the Village.

Section 19. On the Job Injuries. An employee who is performing a light duty assignment for the Village as a result of an on the job injury shall be permitted to undergo physical therapy sessions during their light duty work day with no loss in compensation, as needed. Except as otherwise provided herein, the only compensation for an employee who is unable to work due to an on-the-job injury shall be compensation as required by the Illinois Workers' Compensation Act. Any such compensation claim shall not be subject to the contractual grievance procedure.

Section 20. GPS Trackers. Nothing herein shall be construed as a limitation upon the Village's ability to utilize GPS location devices in Village property, or in-vehicle cameras of any kind, for any legitimate purpose, including safety and productivity.

ARTICLE XVIII
SAFETY

In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

ARTICLE XIX
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause. Each party waives the right to bargain further on any subject during the term of this Agreement. The Union waives any right to impact or effects bargaining for the term of this Agreement, as well.

ARTICLE XXI
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

This Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement between the parties.

Side Letter

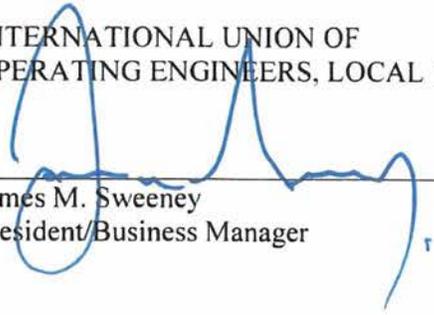
This is a Side Letter to the 2019-2023 collective bargaining agreement between the Village of Bartlett (hereinafter referred to as the "Village") and International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union"). The Village and the Union hereby agree as follows:

1. Consistent with current practice, an employee may accrue up to 240 sick leave days for purposes of credit with IMRF upon retirement only. In no event may an employee accrue more than 180 days of sick leave for use as a Village of Bartlett employee or for purposes of any buyback benefit.
2. An employee's entitlement, if any, to IMRF service credit for accrued sick leave shall be governed by IMRF policies, rules or regulations, and is not, in any way, guaranteed by the Village.
3. This Side Letter shall not be subject to the contractual grievance and arbitration procedure.
4. This Side Letter shall automatically expire on April 30, 2023.

AGREED:

VILLAGE OF BARTLETT

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150



James M. Sweeney
President/Business Manager

Date

Date



Bryan P. Diemer
Attorney

7-28-20

Date

APENDIX A
PAY RANGES

	<u>05/01/2019</u> 2.25%		<u>11/01/2020</u> 2.25%		<u>05/01/2021</u> 2.5%		<u>05/01/2022</u> 2.75%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Maintenance Worker I	\$24.02	\$34.28	\$24.56	\$35.05	\$25.17	\$35.93	\$25.86	\$36.92
Maintenance Worker II	\$26.37	\$37.62	\$26.96	\$38.47	\$27.63	\$39.43	\$28.39	\$40.51
Senior Maintenance Worker	\$28.48	\$40.66	\$29.12	\$41.57	\$29.85	\$42.61	\$30.67	\$43.78
Wastewater Operator I	\$27.32	\$39.02	\$27.93	\$39.90	\$28.63	\$40.90	\$29.42	\$42.02
Wastewater Operator II	\$28.77	\$41.09	\$29.42	\$42.01	\$30.16	\$43.06	\$30.99	\$44.24
Laboratory Technician	\$28.13	\$40.17	\$28.76	\$41.07	\$29.48	\$42.10	\$30.29	\$43.26
Custodian	\$21.43	\$30.61	\$21.91	\$31.30	\$22.46	\$32.08	\$23.08	\$32.96



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 our hole-in-one provider company called Digital Golf Technologies (DGT) d.b.a. Swing King of Elmhurst, Illinois, on an extension.

Staff is proposing that Bartlett Hills enters into another three-year agreement with Digital Golf Technologies, with automatic one-year renewals, if no notice is given 60 days prior to end of contract. The agreement would be the same as the last one with a few changes that are financially advantageous to the village. There will no longer be a \$250 a month rental fee, cutting expenses down by \$9,000 over the life of the contract. In addition, the previous 60/40 cut of revenue in favor of the vendor will be changed to 50/50. Lastly, there are the possibilities of incentives to Bartlett Hills, if they reach certain benchmarks in terms of sales.

During the first portion of the contract the program has netted the Village \$13,836. The program has also increased foot traffic in the lounge as well as adding a potential amenity for golf outings.

Staff has had no problems with this program and recommends entering into a new three-year agreement with Digital Golf Technologies, Inc. d.b.a. Swing King.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Resolution, Agreement, Certificate of Insurance

ACTION REQUESTED

X Resolution

Motion: I move to approve Resolution 2020-_____, a Resolution Approving the Placement Agreement Between the Village of Bartlett and Digital Golf Technologies, Inc.

Staff: Scott Skrycki

Date: July 28, 2020

Assistant Administrator

Memorandum

To: Paula Schumacher, Village Administrator
From: Scott Skrycki, Assistant Village Administrator
Date: 7/28/2020
Re: Placement Agreement (Hole-in-one)

In continued efforts to try and increase revenue and add amenities at Bartlett Hills Golf Course, staff has been speaking to our hole-in-one provider company called Digital Golf Technologies (DGT) d.b.a. Swing King of Elmhurst, Illinois, on an extension.

Staff is proposing that Bartlett Hills enters into another three-year agreement with Digital Golf Technologies, with automatic one-year renewals, if no notice is given 60 days prior to end of contract. The agreement would be the same as the last one with a few changes that are financially advantageous to the village. There will no longer be a \$250 a month rental fee, cutting expenses down by \$9,000 over the life of the contract. In addition, the previous 60/40 cut of revenue in favor of the vendor will be changed to 50/50. Lastly, there are the possibilities of incentives to Bartlett Hills, if they reach certain benchmarks in terms of sales.

Staff has had no problems with this program and recommends entering into a new three-year agreement with Digital Golf Technologies, Inc. d.b.a. Swing King.

Should the board, approve of the agreement, staff recommends remaining with the same \$5 per participant format, also known as Option 1 in the agreement.

Motion: I move to approve Resolution 2020-_____, a Resolution Approving the Placement Agreement Between the Village of Bartlett and Digital Golf Technologies, Inc.

RESOLUTION 2020 - _____

**A RESOLUTION APPROVING THE PLACEMENT AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT
AND DIGITAL GOLF TECHNOLOGIES, 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: That the Placement Agreement between the Village of Bartlett and Digital Golf Technologies, Inc. d.b.a. Swing King dated as of August 4, 2020 (the "Agreement"), a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

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

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: August 4, 2020

APPROVED: August 4, 2020

Kevin Wallace, 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 2020 - _____ enacted on August 4, 2020 and approved on August 4, 2020 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Placement Agreement

This Placement Agreement (“Agreement”) is entered into by and between Digital Golf Technologies, Inc. d.b.a. Swing King (“DGT”) and 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”). Course covered are listed on Exhibit A (the “Operator’s Course”).

Monthly Fees: For each of Operator’s Course(s), in exchange for the use of the DGT System Operator shall pay to DGT a monthly rental fee of \$0.

DGT Revenue Share: Operator agrees to charge each golfer an amount per round to participate in the hole in one contests provided by DGT as listed in Exhibit A. Operator agrees to pay the agreed upon portion of this amount to DGT as set forth in Exhibit A within 14 days of the end of each month. The parties may at a later date agree to additional revenue sharing opportunities.

Annual Incentive Payment: For each Operator Course that generates annual revenue paid to DGT for any year of the Agreement that is greater than \$12,000, DGT agrees to pay Operator an incentive payment (“Incentive Payment”). The amount of the Incentive Payment will be determined by the chart in Exhibit B.

Term: The Agreement will continue in effect for 3 years after the first day the DGT System is fully operational and Operator’s Course(s) is ready for play (“Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one-year terms (each a “Renewal Term”) 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 Renewal Term.

Exclusivity: During the term of this Agreement, Operator agrees that DGT shall be the sole automated hole in one contest provider for all such contests that occur on the Operator’s Course(s).

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 24 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, 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 on not less than 30 days prior written notice of any such proposed change of prizes given to the Assistant Village Administrator at sskrycki@vbartlett.org and if the change is unacceptable to the Operator, the Operator shall have the option to terminate this Agreement within 10 days of receipt of notice of the proposed 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(s). DGT will connect to an available power source at the time of installation and provide any electrical cable to run from the power source to the DGT system. Burial of electrical cable and any associated tasks are responsibility of Operator.
- 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 provide DGT with a Point of Sale (“POS”) system generated report with 10 days after the end of each month with a summary of all contest entry fees collected by Operator.
- Operator agrees to the Terms and Conditions included on the following page.

ACCEPTED AND AGREED:

DGT

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Terms and Conditions

1. Golf Course Operation.

The parties shall mutually agree on the hole(s) to be selected for the DGT hole in one contests ("DGT hole(s)"). OPERATOR shall abide by normal golf course operations in the placement of tees and pins on the DGT hole(s). The DGT hole(s) shall not be constructed, altered or manipulated in any way to facilitate a hole-in-one. In the event that construction, maintenance or other circumstances require the DGT hole(s) to be altered, the OPERATOR shall notify DGT immediately to determine how play on the DGT hole(s) and prizes to participants may be affected. OPERATOR shall also abide by the DGT Official Rules provided to OPERATOR and found at www.swingking.com/terms-and-conditions in the administration of the DGT hole in one contests, the verification of any hole in one, and the payment of any prize. Including, but not limited to, notification that it is not a valid entry into the DGT hole in one contest if a golfer tees-off from tees marked on the scorecard on the DGT hole(s) that are less than: (a) 135 yards for men, or (b) 120 yards for women. DGT reserves the right to modify or add to these Official Rules at any time without prior notice. DGT shall give the OPERATOR not less than 30 days prior written notice of any rule change that materially amends, modifies or alters these Terms and Conditions, either parties' obligations hereunder, or changes of any prizes under this Agreement (a "Material Rule Change"). In the absence of prior written notice of any change in the Official Rules which constitute a Material Rule Change, said rule change shall be ineffective as to the OPERATOR and as to any proposed rule change which is a Material Rule Change, the OPERATOR may elect to terminate this Agreement within ten (10) days of receipt of the notice of the proposed Material Rule Change.

2. Fraudulent Activities. Representation of Authority.

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. The person signing this Agreement on behalf of OPERATOR represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement.

3. Audit Rights.

OPERATOR shall provide to DGT and its agents access at all reasonable times, and after reasonable notice, to OPERATOR, OPERATOR's personnel and to data and records relating to OPERATOR's operations and to OPERATOR's performance under this Agreement for purposes of performing an audit and inspection of OPERATOR to verify the information that OPERATOR has provided and the amounts paid or to be paid to OPERATOR by DGT and by OPERATOR to DGT pursuant to this Agreement.

4. Indemnification.

Except to the extent caused by DGT's active negligence, sole negligence, 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, 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.

5. Termination. Reasons for Termination. Successors and Assigns.

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. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

6. Insurance. DGT and Operator shall each maintain not less than \$1,000,000 comprehensive general liability insurance per occurrence and not less than \$1,000,000 aggregate coverage for its respective activities necessary to the performance of this Agreement.

7. Late Payment Fee. Interest will be paid on any late payment due from the Operator to DGT as provided in the Prompt Payment Act (50 ILCS 505/2 et seq.). Payment terms are net 30 days.

8. 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.

9. Limitation of Liability.

Neither party will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, for loss of profit, revenue, time, opportunity or data in connection with or arising out of this Agreement, 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; (c) violating the other's intellectual property rights and (d) fraudulent activities (as described in Section 2 above) is not limited by this Section. Each clause of this Section is separate from each other clause of this Section and will apply notwithstanding any failure of essential purpose of a remedy or any termination of this Agreement.

10. 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.

11. 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.

12. Entire Agreement. Modification.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties. 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 and signed by both parties or has been consented to by both parties via email.

13. 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.



Exhibit A

Per Round Hole in One Contest Offerings

Operator may at any time request additional options form the DGT Account Manager. Options with a prize above \$100,000 for a hole in one must be approved in writing prior to the contest by the DGT Account Manager.

★ Option 1

- Cost: \$2.50 per golfer paid to DGT
- Cost to Golfer is Operator’s discretion, but not to exceed \$5.00 without consent from DGT
- Grand Prize for Hole in One on the DGT hole with cameras: \$10,000

Option 2

- Cost: \$5.00 per golfer paid to DGT
- Cost to Golfer is Operator’s discretion, but not to exceed \$10.00 without consent from DGT
- Grand Prize for Hole in One on the DGT hole with cameras: \$20,000

Operator’s Course(s) Covered under Agreement

Golf Course Name: Bartlett Hills Golf Club
 Golf Course Street Address: 800 W. Oneida
 City, State, Zip: Bartlett, IL 60103
 Additional Details: _____

Additional Courses:

Golf Course Name: _____
 Golf Course Street Address: _____
 City, State, Zip: _____
 Additional Details: _____



Exhibit B – Course Incentive Payment

For each Operator Course that generates annual revenue paid to DGT that is greater than \$12,000, DGT agrees to pay Operator an Incentive Payment determined by the chart in below. For example, if during the 2nd year of the Agreement an Operator Course generates annual revenue paid to DGT of \$16,250, the Incentive Payment would be \$2,000. If during the 3rd year of the Agreement, that same Operator Course generates annual revenue paid to DGT of \$18,750, Operator would receive another Incentive Payment in the amount of \$2,500.

<u>Revenue paid to DGT</u>	<u>Incentive Payment to Operator</u>
\$12,000	\$1,000
\$13,000	\$1,250
\$14,000	\$1,500
\$15,000	\$1,750
\$16,000	\$2,000
\$17,000	\$2,250
\$18,000	\$2,500
\$19,000	\$2,750
\$20,000	\$3,000
\$21,000	\$3,250
\$22,000	\$3,500
\$23,000	\$3,750
\$24,000	\$4,000
\$25,000	\$4,250



Agenda Item Executive Summary

Item Name Quincy Bridge Ct. No Parking Zone Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Due to resident and safety concerns, the Police and Public Works Departments have reviewed Quincy Bridge Court at the location referenced below for a potential no parking zone location. The village also reviewed the intersection of Quincy Bridge Court and Quincy Bridge Road for a potential stop sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Quincy Bridge Court island north of the intersection of Quincy Bridge Court and Quincy Bridge Road, along with either side of Quincy Bridge Court fifty feet (50') from the referenced intersection. This would be a proposed no parking zone of two hundred feet (200').

RECOMMENDATION

Staff recommends amending Section 6-11-1303: Schedule V. No Parking Zones to include the area referenced above.

ATTACHMENTS (PLEASE LIST)

Memo
Aerial
Location Map
Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- ✓ Ordinance
- ✓ Motion: **MOTION TO APPROVE ORDINANCE #2020- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES**

Staff: Dan Dinges, Director of Public Works Date: 7/27/2020

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Quincy Bridge Ct. No Parking Zone
Date: July 13, 2020

BACKGROUND

Due to resident and safety concerns, the Police and Public Works Departments have reviewed Quincy Bridge Court at the location referenced below for a potential no parking zone location. The village also reviewed the intersection of Quincy Bridge Court and Quincy Bridge Road for a potential stop sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Quincy Bridge Court island north of the intersection of Quincy Bridge Court and Quincy Bridge Road, along with either side of Quincy Bridge Court fifty feet (50') from the referenced intersection. This would be a proposed no parking zone of two hundred feet (200').

RECOMMENDATION

Staff recommends amending Section 6-11-1303: Schedule V. No Parking Zones to include the area referenced above

MOTION

MOTION TO APPROVE ORDINANCE #2020- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES



Quincy Bridge Ct

Quincy Bridge Ct

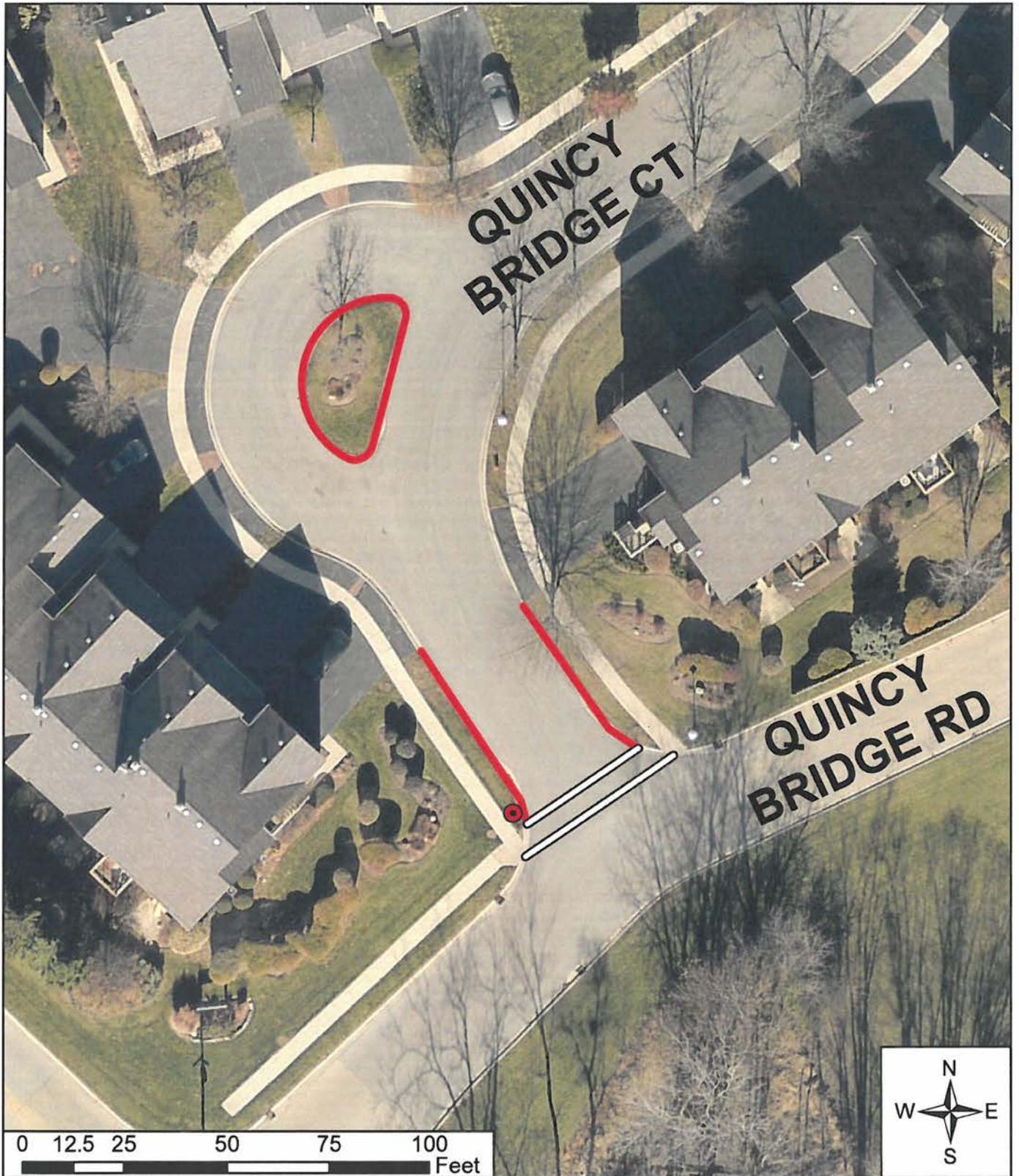
Quincy Bridge Rd

Quincy Bridge Rd

Google

LOCATION MAP

Quincy Bridge Ct.
No Parking, Stop Sign, and Crosswalk Proposal



ORDINANCE 2020-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES**

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

SECTION ONE: That Section 6-11-1303.1: Schedule V, No Parking Zones, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Quincy Bridge Court island and approximately ## feet north of the intersection of Quincy Bridge Road on either side of Quincy Bridge Court.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 4, 2020

APPROVED: August 4, 2020

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 2020-____ enacted on August 4, 2020 and approved on August 4, 2020 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Quincy Bridge Ct. New Stop Sign Location Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Due to resident and safety concerns, the Police and Public Works Departments have reviewed Quincy Bridge Court at the location referenced below for a potential no parking zone location. The village also reviewed the intersection of Quincy Bridge Court and Quincy Bridge Road for a potential stop sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Through Streets - The following intersection will be designated as a Through Street. One (1) Stop sign will be installed at the following intersection:

Quincy Bridge Road & Quincy Bridge Court

RECOMMENDATION

Staff recommends amending Section 6-11-1204.1: Schedule I, Through Streets to include the area referenced above.

ATTACHMENTS (PLEASE LIST)

- Memo
- Aerial
- Location Map
- Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- ✓ Ordinance
- ✓ Motion: MOTION TO APPROVE ORDINANCE #2020- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS

Staff: Dan Dinges, Director of Public Works

Date: 7/27/2020

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Quincy Bridge Ct. New Stop Sign Location
Date: July 13, 2020

BACKGROUND

Due to resident and safety concerns, the Police and Public Works Departments have reviewed Quincy Bridge Court at the location referenced below for a potential no parking zone location. The village also reviewed the intersection of Quincy Bridge Court and Quincy Bridge Road for a potential stop sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Through Streets – The following intersection will be designated as a Through Street. One (1) Stop sign will be installed at the following intersection:

Quincy Bridge Road & Quincy Bridge Court

RECOMMENDATION

Staff recommends amending Section 6-11-1204.1: Schedule I, Through Streets to include the area referenced above.

MOTION

MOTION TO APPROVE ORDINANCE #2020- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS



Quincy Bridge Ct

Quincy Bridge Ct

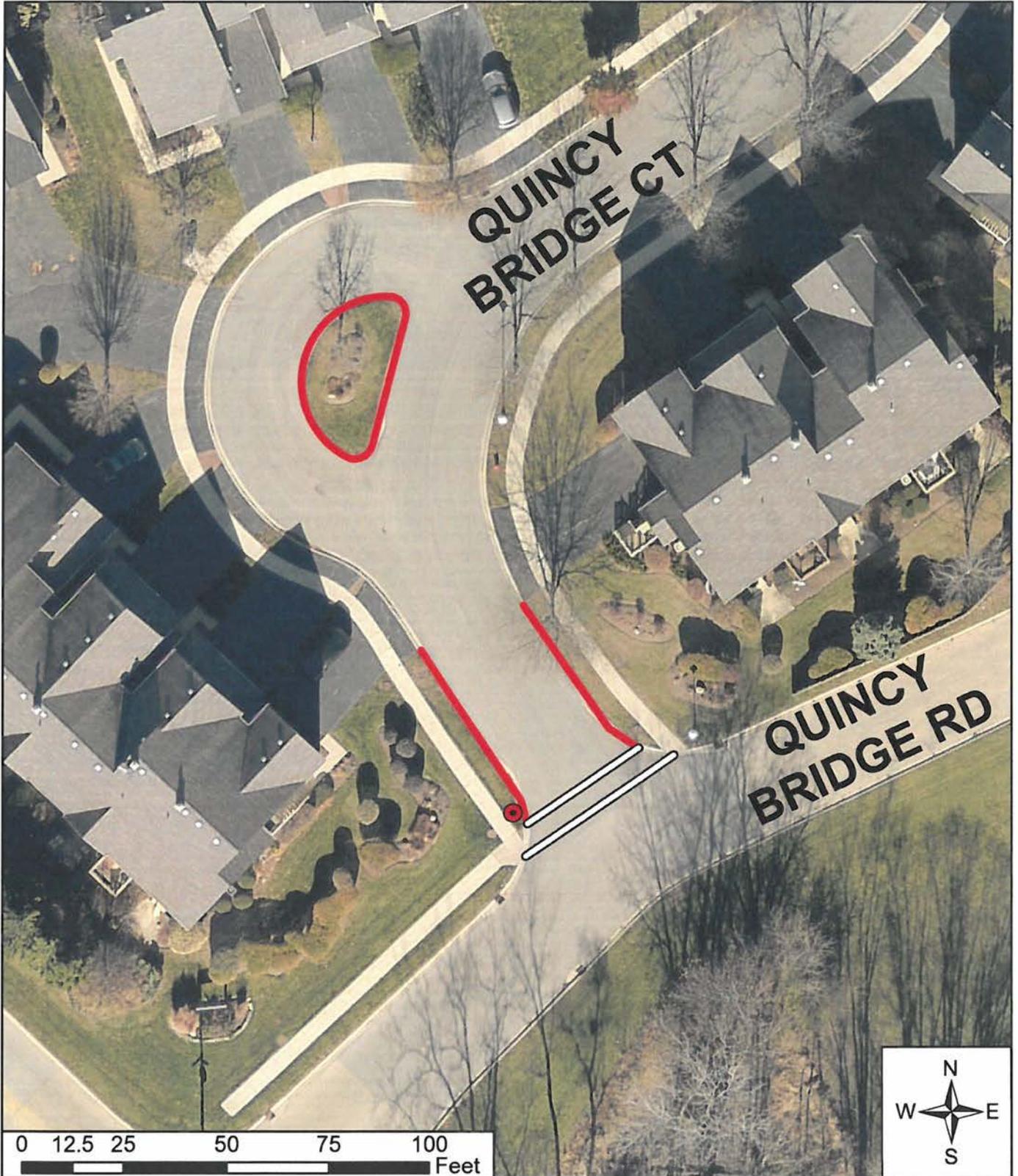
Quincy Bridge Rd

Quincy Bridge Rd

Google

LOCATION MAP

**Quincy Bridge Ct.
No Parking, Stop Sign, and Crosswalk Proposal**



ORDINANCE 2020-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS**

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

SECTION ONE: That Section 6-11-1204.1: Schedule I, Through Streets, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Quincy Bridge Road at Quincy Bridge Court

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 4, 2020

APPROVED: August 4, 2020

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 2020-____ enacted on August 4, 2020 and approved on August 4, 2020 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk