

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JULY 19, 2022**  
**7:00 P.M.**

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

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

- \*6. MINUTES: Board Minutes – July 5, 2022
- \*7. BILL LIST: July 19, 2022
8. TREASURER'S REPORT: May, 2022  
Sales Tax Report - May, 2022  
Motor Fuel Tax Report – May, 2022
9. PRESIDENT'S REPORT:
  - A. National Night Out Proclamation
  - B. National Night Out Awards Recognition
  - C. Patrick Ullrich Retirement Recognition
  - D. Police Chief Appointment
  - E. Proclamation Thanking Aaron Reinke for his Service
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- \*1. Resolution Approving the New Mission Square Deferred Compensation Documents

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

- \*1. Bartlett Summerfest Class D Liquor License

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

- \*1. Resolution Waiving Bids for the Light Pole Installation Work and Accepting Quote of Home Towne Electric for Said Work
- \*2. Resolution Waiving Bids for the Purchase of Light Poles and Electrical Equipment and Accepting the Quotes Therefor  
From Gexpro

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



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**July 5, 2022**

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1. CALL TO ORDER

President Wallace called the regular meeting of July 5, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Human Resources Director Janelle Terrance, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Interim Planning & Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Jim DiPalma from Encounter Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no changes 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.



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Trustee Suwanski moved to Approve the Consent Agenda and that motion was seconded by Trustee Hopkins.

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

**AYES:** Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

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

President Wallace congratulated the Fourth of July Committee on an excellent event. He had many compliments on the organization and entertainment. He thanked the police department for the traffic control, park district for letting them use the property, Lions Club for an organized parade. He asked for a moment of silence for the victims and families in the Highland Park parade shooting.

Trustee Deyne dittoed his remarks on the Fourth of July Committee and stated that he has attended them for many years. This was one of the best ones in his memories. He announced employee birthdays and anniversaries as well as commissioners.

Village Administrator Paula Schumacher thanked the public works department for setting up the barricades, cleaning out the trucks and making sure that “operation candy throw” goes without a hitch.

Trustee Gunsteen stated that staff did a great job representing the village and he thanked them.

**10. QUESTION/ANSWER: PRESIDENT & TRUSTEES**

Trustee Gandsey referenced the Highland Park shooting and noted that there were videos of the shooter on-line beforehand. What can Bartlett residents do if they see something on-line.



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Police Chief Patrick Ullrich stated that if you see something suspicious and you feel uncomfortable, alert the local police department so they can look into it.

Ms. Schumacher stated that Highland Park also did a public service announcement today on that topic and said that alerting the platform that you see it on is also an important step.

Trustee Suwanski stated that her and Trustee Gandsey attended one of the police and fire response trainings and she found it very enlightening and there was a lot of good information. She thanked them for what they do.

#### 11. TOWN HALL

##### **Peter Spizzirri, 413 Blue Heron Circle**

Mr. Spizzirri stated that he is the Vice President of the Bartlett Raiders. They had concern about the parking lot at Ruzicka Park. It is starting to digress year after year and is drawing safety concerns. From a safety perspective it puts everyone at risk including board members and the community. Outside of the physical appearance, it does not look inviting or pretty for new residents. They are requesting that the village expedite these improvements for the parking lot. They are growing at a rapid pace and have almost doubled their organization in the last five years. The parking lot is always full and the overflow is affecting the surrounding streets.

Ms. Schumacher stated that they have this parking lot in the capital budget to be resurfaced. This is an expensive repair with drainage and resurfacing issues.

Mr. Spizzirri asked if it also included the front area by concessions. The Raiders have paved it yearly and it can no longer be paved.

Public Works Director Dan Dinges stated that it is a total rebuild (pavement, curb, drainage, lighting) and would include the concession area. He believed it was in next year's budget.

Mr. Spizzirri stated that they are part of a contract with baseball and Little League. Both boards are extremely passionate but they are struggling with working together. They need help and have outgrown the space. The fields are not in good condition. They spent thousands of dollars to Bartlett Raiders with money from a not-for-profit, getting the fields. From a safety perspective, they are losing cheerleaders because the sidelines are not safe. They have gone to Little League and have had meetings and quite frankly, it's becoming very hostile and is not good for our communities. They have exhausted everything they could do as the Raiders. He has no interest on either side except to see



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that this experience gets better. They need help on getting a little bigger portion of that field that is unused. They don't maintain the field because they don't use it enough. The Raiders have spent over twenty thousand dollars on equipment, rebuilt the entire path with brick pavers as well as concessions. They can't afford to stay now when the other organization is causing animosity that none of them want to deal with.

President Wallace stated that about 4 or 5 years ago they had a meeting with all parties involved and that helped somewhat. He would be glad to have another meeting and get both sides together to agree on what we are going to do.

Ms. Schumacher stated that the village has helped out with the roof on the concession stand and it is not a problem to ask for help.

President Wallace stated that they will try to get a meeting set up in the next couple of weeks.

**Brent Kizer, 1565 Wood Creek Trail**

Mr. Kizer stated that he is the Co-Chairmen of the Fourth of July Committee. He thanked the people in the village, Park District, and Officer Rybaski. He stated that the police and fire department were outstandingly helpful in getting them through Monday and the weather and various other concerns. He wanted everyone in this village to know how much they attributed to making this a successful Fourth of July.

**12. STANDING COMMITTEE REPORTS**

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

Trustee Gandsey stated that there was no report.

**C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

Trustee Deyne stated Resolution 2022-60-R, a Resolution Approving of Disbursement Request for Payout No. 31 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.



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**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**

Trustee Gunsteen stated that the Hanover Township Class D Liquor License Request was covered and approved under the Consent Agenda.

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

Trustee Suwanski stated that Resolution 2022-61-R, a Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer; Resolution 2022-62-R, a Resolution Approving of the Reciprocal Reporting Memorandum of Understanding Between School District U-46 and the Village of Bartlett were covered and approved under the Consent Agenda.

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**

Trustee Reinke stated that there was no report.

**13. NEW BUSINESS**

Trustee Reinke stated that with a heavy heart he had to tell the board that his family is moving out of town. It was not part of their plan but life has a way of throwing tough decisions at you and he is not one to shy away from a tough decision. They made a decision that is best for his family. He stated that it was a tremendous honor to serve the Bartlett community for the past nine years and he will miss everyone. There is an excellent staff and wonderful elected officials and he hoped they never hesitate or deviate from the goal of bettering the community. It has been a tremendous honor to participate and he was thankful for the opportunity. It was truly a highlight of his life. He will still be active in the community and will still be with the Lions and the Chamber and his wife is not relocating her business.

President Wallace thanked him for his nine years of very devoted service.

**14. QUESTION/ANSWER PRESIDENT & TRUSTEES**

Trustee Gunsteen stated that he appreciated the Raiders coming over here today. He also shared the same passion to find common ground with the Little League and Raiders boards. He would happily be involved with conversations to get this resolved. He can passionately say that his kids played at both fields and the competition is tough and he would hate to lose kids to other towns. If they can better the experience by coming up with a schedule, it would help in the long term for the growth of our town.



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15. ADJOURN

President Wallace stated that the Board will adjourn and there will not be a Committee of the Whole meeting since there are no agenda items. There will be an Executive Session to discuss Personnel, Pursuant to Section 2(c)1 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

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

Lorna Gilles  
Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/19/2022

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JULY 2022	327,882.68
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JULY 2022	4,491.66
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JULY 2022	16,917.40
<b>INVOICES TOTAL:</b>		<b>349,291.74</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	119.77
1 WAREHOUSE DIRECT	FOLDERS/POST-IT NOTES	62.62
<b>INVOICES TOTAL:</b>		<b>182.39</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA/ICMA CONF FEES/LODGING	1,083.58
1 ILCMA	WINTER CONFERENCE REGISTRATION	225.00
<b>INVOICES TOTAL:</b>		<b>1,308.58</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	44.62
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	2,561.56
<b>INVOICES TOTAL:</b>		<b>2,606.18</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	58.98
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	89.52
<b>INVOICES TOTAL:</b>		<b>148.50</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.60
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	28.57
<b>INVOICES TOTAL:</b>		<b>60.17</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00

\*\* Indicates pre-issue check.

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1 VILLAGE OF ITASCA	CPKC COALITION	18,267.91
		<u>INVOICES TOTAL: 20,267.91</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	262.50
1 HAMPTON LENZINI AND RENWICK INC	STORMWATER/WETLAND REVIEWS	3,032.50
		<u>INVOICES TOTAL: 3,295.00</u>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES-MAY/JUNE 2022	3,166.66
		<u>INVOICES TOTAL: 3,166.66</u>

**1210-LIABILITY INSURANCE**

**544100-LIABILITY INSURANCE PREMIUMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	VOLUNTEER COVERAGE	850.00
		<u>INVOICES TOTAL: 850.00</u>

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2019 CLOSED CLAIMS APRIL	5,741.63
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS APRIL	27,425.27
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2022 CLOSED CLAIMS APRIL	20.00
		<u>INVOICES TOTAL: 33,186.90</u>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 QUADIENT INC	POSTAGE METER LEASE PAYMENT	475.38
		<u>INVOICES TOTAL: 475.38</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILCMA	ACCOUNTANT JOB AD	50.00
		<u>INVOICES TOTAL: 50.00</u>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	OPEB REPORT - FY'22	2,050.00
		<u>INVOICES TOTAL: 2,050.00</u>

**532200-OFFICE SUPPLIES**

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

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1 WAREHOUSE DIRECT	FOLDERS/POST-IT NOTES	100.84
	<u>INVOICES TOTAL:</u>	<u>100.84</u>

**1500-PLANNING & DEV SERVICES**

**526000-SERVICE TO MAINTAIN VEHICLES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 CARDMEMBER SERVICE	LICENSE PLATE TRANSFER FEE	26.00
		<u>INVOICES TOTAL:</u>	<u>26.00</u>

**532000-AUTOMOTIVE SUPPLIES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	62.62
		<u>INVOICES TOTAL:</u>	<u>62.62</u>

**543101-DUES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	2 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
		<u>INVOICES TOTAL:</u>	<u>20.00</u>

**546900-CONTINGENCIES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	3 PETTY CASH	PETTY CASH REIMBURSEMENT	61.05
		<u>INVOICES TOTAL:</u>	<u>61.05</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	122.40
		<u>INVOICES TOTAL:</u>	<u>122.40</u>

**524240-IMPOUNDING ANIMALS**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 GOLF ROSE PET LODGE	ANIMAL SERVICES	220.00
		<u>INVOICES TOTAL:</u>	<u>220.00</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 COBAN TECHNOLOGIES INC	REPLACEMENT MONITORS	720.00
	1 EBY GRAPHICS INC	VEHICLE GRAPHICS INSTALLATION	50.00
	1 EBY GRAPHICS INC	VEHICLE GRAPHICS INSTALLATION	50.00
	1 PRIME DETAILING LLC	VEHICLE INTERIOR DETAILING FEES	360.00
	1 SQUEAKY G'S CAR WASH INC	CAR WASHES	96.00
	1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
	1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
	<b>INVOICES TOTAL:</b>	<b>1,385.80</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	FLASH DRIVES/SHELF LABELS	129.71
1 AMAZON CAPITAL SERVICES INC	COFFEE SCOOPS	29.04
1 AMAZON CAPITAL SERVICES INC	CREDIT - ITEMS LOST IN SHIPPING	-19.36
** 1 CARDMEMBER SERVICE	CHIEF EXEC LUNCH/DOG GROOMING	334.98
1 DETECTACHEM INC	DRUG TESTING SUPPLIES	354.06
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	21.24
1 MICHAEL KMIECIK	K9 FOOD FOR LUTHER	127.70
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	401.54
1 STREICHER'S INC	BADGE/BADGE HOLDER	161.50
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	128.67
	<b>INVOICES TOTAL:</b>	<b>1,791.87</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	224.63
	<b>INVOICES TOTAL:</b>	<b>224.63</b>

**530125-SHOOTING RANGE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION PURCHASE	2,715.00
	<b>INVOICES TOTAL:</b>	<b>2,715.00</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STATE GRAPHICS	BUSINESS CARDS	65.89
1 WAREHOUSE DIRECT	HEATER/OFFICE SUPPLIES	172.17
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	164.31
	<b>INVOICES TOTAL:</b>	<b>402.37</b>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THE UPS STORE	SHIPPING CHARGES	13.89
	<b>INVOICES TOTAL:</b>	<b>13.89</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOUSE OF DOORS INC	OVERHEAD DOOR REPAIRS	719.88
	<b>INVOICES TOTAL:</b>	<b>719.88</b>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CREDIT/RED DOT PISTOL TRAINING FEE	-419.01
1 NIKKO INGRASSIA	IL SPECIAL OLYMPICS EXPENSES	124.32
1 KAYLA MOORE	IL SPECIAL OLYMPICS EXPENSES	124.32
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	50.00
1 JACQUELINE SHIOLI	IL SPECIAL OLYMPICS EXPENSES	124.32
	<u>INVOICES TOTAL:</u>	<u>3.95</u>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TOURNIQUETS	258.04
	<u>INVOICES TOTAL:</u>	<u>258.04</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NATW DUES	35.00
1 ILLINOIS LAW ENFORCEMENT ALARM	ANNUAL MEMBERSHIP DUES	240.00
	<u>INVOICES TOTAL:</u>	<u>275.00</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDREW HAN	NNO DOG SHOW PERFORMANCE	600.00
1 LANDINI ENTERTAINMENT PRODUCTIONS INC	BALANCE DUE/NNO TRACKLESS TRAIN	497.50
1 PROMOS 911 INC	POLICE OFFICER SMILEZ PENS	420.56
1 REPROGRAPHICS	NATIONAL NIGHT OUT SIGNS	17.10
1 PATTI ANN UMMEL	FACE PAINTING/FAMILY FUN NIGHT	500.00
1 PATTI ANN UMMEL	FACE PAINTING/NATIONAL NIGHT OUT	1,125.00
1 ZOOS ARE US INC	BAL DUE/PETTING ZOO FOR NNO	420.00
	<u>INVOICES TOTAL:</u>	<u>3,580.16</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	160.00
	<u>INVOICES TOTAL:</u>	<u>160.00</u>

**570105-EQUITABLE SHARING EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPLE INC	KEYBOARDS FOR IPADS	4,935.00
1 APPLE INC	KEYBOARDS FOR IPADS	658.00
	<u>INVOICES TOTAL:</u>	<u>5,593.00</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

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

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1 VERIZON WIRELESS	WIRELESS SERVICES	345.17
1 VERIZON WIRELESS	WIRELESS SERVICES	238.83
		<b>INVOICES TOTAL: 584.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.86
1 NICOR GAS	GAS BILL	166.30
1 NICOR GAS	GAS BILL	60.17
1 NICOR GAS	GAS BILL	160.55
1 NICOR GAS	GAS BILL	184.91
		<b>INVOICES TOTAL: 590.79</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	8,283.71
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	80.00
1 ULTRA STROBE COMMUNICATIONS INC	RADIO INSTALLATION	165.85
		<b>INVOICES TOTAL: 8,529.56</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASTROBLAST INC	SALT SPREADER MAINTENANCE	956.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 LARRY NYBERG	REIMBURSE/DAMAGED SPINKLER HEAD	159.00
		<b>INVOICES TOTAL: 1,145.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,049.40
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	4,116.54
		<b>INVOICES TOTAL: 5,165.94</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 TRUGREEN	FERTILIZER APPLICATION	851.68
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE/JUL 2022	4,885.00
		<b>INVOICES TOTAL: 9,224.18</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	148.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,412.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	917.50
1 JOHN HUBER	PUBLIC SIDEWALK REPLACEMENT	613.20

\*\* Indicates pre-issue check.

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1 WILLIAM SAAD	PUBLIC SIDEWALK REPLACEMENT	640.00
1 WELCH BROS INC	WOOD STAKES	64.80
		<b>INVOICES TOTAL: 5,796.50</b>

**527150-BRUSH COLLECTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	SEMI-ANNUAL BRUSH COLLECTION	44,696.40
		<b>INVOICES TOTAL: 44,696.40</b>

**527160-STREET SWEEPING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEAN SWEEP	STREET SWEEPING SERVICES	9,700.00
		<b>INVOICES TOTAL: 9,700.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ECOTURF MIDWEST INC	TREE CARE SUPPLIES	188.80
1 WELCH BROS INC	MAINTENANCE SUPPLIES	367.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	230.18
		<b>INVOICES TOTAL: 785.98</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	22.45
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	32.12
		<b>INVOICES TOTAL: 54.57</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES	238.40
		<b>INVOICES TOTAL: 238.40</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	MAINTENANCE SUPPLIES	1,301.21
1 DEKANE EQUIPMENT CORPORATION	BLADE KIT	280.25
1 DEKANE EQUIPMENT CORPORATION	CREDIT - SALES TAX	-17.32
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	83.95
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	179.92
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.51
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	221.96
1 PEERLESS FENCE	LIFTMASTER TRANSMITTER	38.00
1 REX RADIATOR SALES & DISTRIBUTION INC	MAINTENANCE SUPPLIES	950.00
		<b>INVOICES TOTAL: 3,061.48</b>

\*\* Indicates pre-issue check.

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**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	475.80
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	542.40
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	183.60
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	107.10
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	111.25
1 WELCH BROS INC	HAULED ASPHALT GRINDINGS	50.00
<b>INVOICES TOTAL:</b>		<b>1,470.15</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL COMPANY	STREET LIGHT SUPPLIES	99.44
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	345.71
<b>INVOICES TOTAL:</b>		<b>445.15</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR FEE	90.00
1 DANIEL DINGES	APWA PWX CONFERENCE EXPENSES	201.13
<b>INVOICES TOTAL:</b>		<b>291.13</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	WINDING CREEK PHASE 2 & 3	6,996.00
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NATIVE BASINS	2,932.93
1 WELCH BROS INC	MAINTENANCE SUPPLIES	480.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,866.12
<b>INVOICES TOTAL:</b>		<b>12,275.05</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MDS TECHNOLOGIES INC	PAVEMENT ASSESSMENT SERVICES	5,525.00
<b>INVOICES TOTAL:</b>		<b>5,525.00</b>

**3000-DEBT SERVICE EXPENDITURES**

**547068-2016 GO BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMPUTERSHARE TRUST COMPANY N.A.	2016 GO BOND INTEREST PYMT	62,487.50
<b>INVOICES TOTAL:</b>		<b>62,487.50</b>

**5000-WATER OPERATING EXPENSES**

\*\* Indicates pre-issue check.

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**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MAY 22	494,503.52
<b>INVOICES TOTAL:</b>		<b>494,503.52</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	237.80
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	59.45
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	416.15
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	237.80
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	59.45
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	59.45
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	35.99
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/JUNE 2022	10,100.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,846.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>25,346.34</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	345.17
<b>INVOICES TOTAL:</b>		<b>345.17</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,325.28
<b>INVOICES TOTAL:</b>		<b>1,325.28</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	AT&T KENT CIRCLE PROJECT	1,350.00
1 DIXON ENGINEERING INC	AT&T SCHICK RD SITE INSPECTION	1,400.00
<b>INVOICES TOTAL:</b>		<b>2,750.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	84.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	48.44
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,609.86
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	455.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,337.12
1 NICOR GAS	GAS BILL	49.28
1 NICOR GAS	GAS BILL	53.01
1 NICOR GAS	GAS BILL	55.20
1 NICOR GAS	GAS BILL	70.24
<b>INVOICES TOTAL:</b>		<b>5,763.17</b>

\*\* Indicates pre-issue check.

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**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	491.40
1 EARTH INC	GRAVEL PURCHASE	421.94
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	883.75
<b>INVOICES TOTAL:</b>		<b>1,797.09</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	537.89
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,127.54
1 CORE & MAIN LP	MATERIALS & SUPPLIES	295.50
1 GRAINGER	MATERIALS & SUPPLIES	90.86
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	339.61
<b>INVOICES TOTAL:</b>		<b>2,391.40</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	22.45
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	32.13
<b>INVOICES TOTAL:</b>		<b>54.58</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,076.53
<b>INVOICES TOTAL:</b>		<b>1,076.53</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER & SEWER LETTERHEAD	531.24
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES	238.40
<b>INVOICES TOTAL:</b>		<b>769.64</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	2,763.99
<b>INVOICES TOTAL:</b>		<b>2,763.99</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.52
<b>INVOICES TOTAL:</b>		<b>23.52</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLAKE GRENLIE	SUMP PUMP FOR RECEIVING STATION	454.55

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 454.55

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	7,155.50
		<u>INVOICES TOTAL:</u> <u>7,155.50</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA PWX CONFERENCE EXPENSES	201.13
		<u>INVOICES TOTAL:</u> <u>201.13</u>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MAY 22	36,196.20
		<u>INVOICES TOTAL:</u> <u>36,196.20</u>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUSAN HAGEN	REFUND/WATER BILL OVERPAYMENT	63.37
		<u>INVOICES TOTAL:</u> <u>63.37</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	WATERMAIN REPLACEMENT	22,360.00
		<u>INVOICES TOTAL:</u> <u>22,360.00</u>

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	1,076.00
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	892.00
		<u>INVOICES TOTAL:</u> <u>1,968.00</u>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	345.18
		<u>INVOICES TOTAL:</u> <u>345.18</u>

**522800-ANALYTICAL TESTING**

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

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1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	281.50
INVOICES TOTAL:		281.50

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	85.99
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	181.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.64
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.11
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	183.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	105.96
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	96.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	142.05
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	75.82
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	56.76
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	152.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	19,487.60
1 NICOR GAS	GAS BILL	52.29
1 NICOR GAS	GAS BILL	160.55
1 NICOR GAS	GAS BILL	51.04
1 NICOR GAS	GAS BILL	160.25
1 NICOR GAS	GAS BILL	51.59
1 NICOR GAS	GAS BILL	156.98
1 NICOR GAS	GAS BILL	51.87
1 NICOR GAS	GAS BILL	159.44
1 NICOR GAS	GAS BILL	168.15
1 NICOR GAS	GAS BILL	52.68
1 NICOR GAS	GAS BILL	55.21
1 NICOR GAS	GAS BILL	51.88
INVOICES TOTAL:		21,953.82

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	496.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,016.73
INVOICES TOTAL:		1,512.73

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	POLE PRUNER/SUPPLIES	500.75
1 CORE & MAIN LP	MATERIALS & SUPPLIES	254.76
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	35.83
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,243.42
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	56.77
INVOICES TOTAL:		2,091.53

**530110-UNIFORMS**

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

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1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	22.46
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	32.13
		<b>INVOICES TOTAL: 54.59</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	6,852.60
1 HAWKINS INC	CHEMICAL SUPPLIES	3,879.60
1 HAWKINS INC	CHEMICAL SUPPLIES	6,734.15
1 HAWKINS INC	CHEMICAL SUPPLIES	4,705.08
1 HAWKINS INC	CHEMICAL SUPPLIES	3,460.50
1 HAWKINS INC	CHEMICAL SUPPLIES	2,235.00
1 HYDROTEX	CHEMICAL SUPPLIES	738.29
		<b>INVOICES TOTAL: 28,605.22</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	37.99
		<b>INVOICES TOTAL: 37.99</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	2,763.99
		<b>INVOICES TOTAL: 2,763.99</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.52
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	116.52
		<b>INVOICES TOTAL: 140.04</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA PWX CONFERENCE EXPENSES	201.14
		<b>INVOICES TOTAL: 201.14</b>

**543101-DUES**

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

**546200-PERMIT FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES FEE	17,500.00
1 ILLINOIS EPA	ANNUAL NPDES FEE	500.00
		<b>INVOICES TOTAL: 18,000.00</b>

\*\* Indicates pre-issue check.

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**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
	<b>INVOICES TOTAL:</b>	<b>400.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	119.21
1 NICOR GAS	GAS BILL	86.72
1 NICOR GAS	GAS BILL	49.48
	<b>INVOICES TOTAL:</b>	<b>387.31</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	59.45
	<b>INVOICES TOTAL:</b>	<b>59.45</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	175.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
	<b>INVOICES TOTAL:</b>	<b>292.50</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	24.64
	<b>INVOICES TOTAL:</b>	<b>24.64</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	406.27
1 NICOR GAS	GAS BILL	423.34
	<b>INVOICES TOTAL:</b>	<b>829.61</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	ANNUAL CAFE RENTAL	2,475.00
	<b>INVOICES TOTAL:</b>	<b>2,475.00</b>

**530100-MATERIALS & SUPPLIES**

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

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1 AMAZON CAPITAL SERVICES INC	BLENDER/OFFICE SUPPLIES	23.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	32.15
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	297.20
	<u>INVOICES TOTAL:</u>	<u>352.35</u>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	FINANCE CHARGE	9.45
	<u>INVOICES TOTAL:</u>	<u>9.45</u>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	63.02
1 NICOR GAS	GAS BILL	141.12
	<u>INVOICES TOTAL:</u>	<u>204.14</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	340.00
	<u>INVOICES TOTAL:</u>	<u>340.00</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	FAN BELT	32.18
1 REINDERS INC	MAINTENANCE SUPPLIES	103.09
	<u>INVOICES TOTAL:</u>	<u>135.27</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PENDELTON TURF SUPPLY INC	RAKES	232.00
	<u>INVOICES TOTAL:</u>	<u>232.00</u>

**534700-TREE MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL SERVICES	1,875.00
	<u>INVOICES TOTAL:</u>	<u>1,875.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOMAR CONSTRUCTION COMPANY	DIRECTIONAL BORE WORK	7,780.00
	<u>INVOICES TOTAL:</u>	<u>7,780.00</u>

**572000-BUILDING & GROUNDS IMPROVMNTS**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/19/2022

1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	704.35
INVOICES TOTAL:		704.35

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	56.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
INVOICES TOTAL:		151.83

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	106.31
INVOICES TOTAL:		106.31

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	70.56
INVOICES TOTAL:		70.56

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BLENDER/OFFICE SUPPLIES	64.79
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	90.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	28.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	88.70
INVOICES TOTAL:		357.21

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BLENDER/OFFICE SUPPLIES	64.80
INVOICES TOTAL:		64.80

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	197.05
1 ELGIN BEVERAGE CO	BEER PURCHASE	165.90
1 GRECO AND SONS INC	FOOD PURCHASE	242.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	347.77
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	292.75
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	397.13
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	148.69
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	208.69

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/19/2022

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	322.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	482.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	844.22
<u>INVOICES TOTAL:</u>		<u>3,649.12</u>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	249.67
1 ALSCO	LINEN SERVICES	322.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
<u>INVOICES TOTAL:</u>		<u>745.51</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	106.32
1 EXAMINER PUBLICATIONS INC	PRIME RIB ADVERTISING	60.00
<u>INVOICES TOTAL:</u>		<u>166.32</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	70.56
<u>INVOICES TOTAL:</u>		<u>70.56</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BLENDER/OFFICE SUPPLIES	107.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	91.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	28.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	88.71
<u>INVOICES TOTAL:</u>		<u>400.83</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BLENDER/OFFICE SUPPLIES	64.80
<u>INVOICES TOTAL:</u>		<u>64.80</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKES	250.99
1 EUCLID BEVERAGE LLC	BEER PURCHASE	725.28

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/19/2022**

1 GORDON FOOD SERVICE INC	FOOD PURCHASE	843.14
1 GRECO AND SONS INC	FOOD PURCHASE	1,241.65
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	233.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	275.05
1 GRECO AND SONS INC	FOOD PURCHASE	501.98
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES & COOKIES	148.00
1 MLA WHOLESALE INC	FLOWERS	135.40
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,602.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	356.32
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,087.62
	<b>INVOICES TOTAL:</b>	<b>7,401.35</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	400.40
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	415.03
1 CIGAR WERKS INC	CIGAR PURCHASE	321.04
1 ELGIN BEVERAGE CO	BEER PURCHASE	230.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	593.40
1 EUCLID BEVERAGE LLC	BEER PURCHASE	185.03
1 GORDON FOOD SERVICE INC	CREDIT - RETURN	-195.80
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	509.70
1 GRECO AND SONS INC	FOOD PURCHASE	429.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.00
1 GRECO AND SONS INC	FOOD PURCHASE	125.85
1 LAKESHORE BEVERAGE	BEER PURCHASE	270.78
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	306.25
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	142.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	112.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	402.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	186.22
	<b>INVOICES TOTAL:</b>	<b>4,478.06</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,859.00
	<b>INVOICES TOTAL:</b>	<b>2,859.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIS AUTOMATION	9.00
1 HEARTLAND BUSINESS SYSTEMS LLC	HEALTH CHECK/AD EXCHANGE	1,202.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/19/2022

INVOICES TOTAL: 1,211.50

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	237.80
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	237.80
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	120.00
1 TRUGREEN	FERTILIZER APPLICATION	146.49
<u>INVOICES TOTAL:</u>		<u>981.69</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	91.90
1 VERIZON WIRELESS	WIRELESS SERVICES	410.17
<u>INVOICES TOTAL:</u>		<u>502.07</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	87.08
1 NICOR GAS	GAS BILL	160.29
1 NICOR GAS	GAS BILL	617.99
<u>INVOICES TOTAL:</u>		<u>865.36</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	RETIREMENT DECORATIONS	114.99
1 AMAZON CAPITAL SERVICES INC	BATTERY BACKUP/SURGE PROTECTORS	1,137.30
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	76.50
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	340.16
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	339.66
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	62.38
<u>INVOICES TOTAL:</u>		<u>2,070.99</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	90.93
<u>INVOICES TOTAL:</u>		<u>90.93</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DRONE TRAINING/LICENSE TEST	1,043.00
<u>INVOICES TOTAL:</u>		<u>1,043.00</u>

**546900-CONTINGENCIES**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/19/2022

**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	48.55
				INVOICES TOTAL: 48.55

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 CARDMEMBER SERVICE	CLOUD SERVICES	1.39
		INVOICES TOTAL: 1.39	

**7000-POLICE PENSION EXPENDITURES**

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ILLINOIS DEPT OF INSURANCE	PENSION FUND COMPLIANCE FEE	8,000.00
		INVOICES TOTAL: 8,000.00	

**GRAND TOTAL: 1,341,642.21**

GENERAL FUND	538,730.19
MOTOR FUEL TAX FUND	5,525.00
DEBT SERVICE FUND	62,487.50
WATER FUND	607,308.98
SEWER FUND	76,087.73
PARKING FUND	846.76
GOLF FUND	32,981.57
CENTRAL SERVICES FUND	9,674.48
POLICE PENSION FUND	8,000.00
<b>GRAND TOTAL</b>	<b>1,341,642.21</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2022/23 as of May 31, 2022

Fund	4/30/2022	Receipts	Disburse- ments	5/31/2022
General	19,183,658	2,736,906	1,920,131	20,000,433
MFT	5,152,375	140,778	170,890	5,122,262
Debt Service	892,176	162,582	274,251	780,507
Capital Projects	2,809,072	1,206	0	2,810,278
Municipal Building	1,005,906	298	0	1,006,204
Developer Deposits	2,521,770	797	0	2,522,567
59 & Lake TIF	0	0	0	0
BC Municipal TIF	1,278,960	90,322	48,677	1,320,605
Bluff City TIF Municipal	170,371	13,297	0	183,669
Water	3,778,725	972,129	657,892	4,092,962
Sewer	21,308,706	659,857	359,051	21,609,512
Parking	(157,964)	3,987	7,929	(161,905)
Golf	(623,107)	308,043	149,989	(465,053)
Central Services	918,823	121,662	101,257	939,229
Vehicle Replacement	4,313,140	58,661	0	4,371,801
<b>TOTALS</b>	<b>62,552,610</b>	<b>5,270,526</b>	<b>3,690,066</b>	<b>64,133,070</b>

Detail of Ending Balance					
	Cash	Investments	Assets/Liab.	Net	5/31/2022
	16,907,503	4,097,429	(1,004,499)		20,000,433
	3,606,964	660,717	854,581		5,122,262
	621,478	158,452	578		780,507
	33,855	8,632	2,767,792		2,810,278
	578,676	147,539	279,989		1,006,204
	263,170	1,610,924	648,473		2,522,567
	709,643	180,930	(890,573)		0
	1,075,403	274,184	(28,982)		1,320,605
	146,354	37,314	0		183,669
	5,444,238	1,388,036	(2,739,312)		4,092,962
	2,321,155	591,775	18,696,583		21,609,512
	0	0	(161,905)		(161,905)
	0	0	(465,053)		(465,053)
	639,501	163,047	136,681		939,229
	1,611,947	410,981	2,348,872		4,371,801
<b>TOTALS</b>	<b>33,959,885</b>	<b>9,729,960</b>	<b>20,443,224</b>		<b>64,133,070</b>

BC Project TIF	4,140,197	758,090	129,600	4,768,687
Bluff City Project TIF	7,991	207,229	0	215,220
Bluff City SSA Debt Srv.	523,547	220	29,413	494,355
Police Pension	55,573,252	378,881	231,901	55,720,232



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2022/23 as of May 31, 2022

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	2,736,906	27,110,465	10.10%	1,920,131	30,083,547	6.38%
MFT	140,778	2,105,128	6.69%	170,890	2,870,000	5.95%
Debt Service	162,582	2,966,810	5.48%	274,251	2,962,167	9.26%
Capital Projects	1,206	2,763,462	0.04%	0	500,000	0.00%
Municipal Building	298	2,004,200	0.01%	0	476,000	0.00%
Developer Deposits	797	172,500	0.46%	0	241,958	0.00%
Bluff City SSA	220	947,509	0.02%	29,413	981,925	3.00%
59 & Lake TIF	0	61,000	0.00%	0	61,000	0.00%
Bluff City Municipal TIF	13,297	60,100	22.13%	0	105,000	0.00%
Bluff City Project TIF	207,229	2,100,500	9.87%	0	2,100,000	0.00%
Brewster Creek Municipal TIF	90,322	1,015,500	8.89%	48,677	2,119,354	2.30%
Brewster Creek Project TIF	758,090	8,055,000	9.41%	129,600	8,052,000	1.61%
Water	972,129	12,812,500	7.59%	657,892	14,582,092	4.51%
Sewer	659,857	22,710,000	2.91%	359,051	22,722,961	1.58%
Parking	3,987	50,000	7.97%	7,929	239,902	3.30%
Golf	308,043	2,507,558	12.28%	149,989	2,496,920	6.01%
Central Services	121,662	1,456,154	8.36%	101,257	1,553,135	6.52%
Vehicle Replacement	58,661	704,992	8.32%	0	989,000	0.00%
Police Pension	378,881	7,061,621	5.37%	231,901	3,487,530	6.65%
Subtotal	6,614,947	96,664,999	6.84%	4,080,979	96,624,491	4.22%
Less Interfund Transfers	(363,472)	(4,772,975)	7.62%	(363,472)	(4,772,975)	7.62%
Total	6,251,475	91,892,024	6.80%	3,717,507	91,851,516	4.05%
			6.41%			3.35%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2022/23 as of May 31, 2022

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	646,818	11,629,537	5.56%	4.56%
Sales Taxes (General Fund)	220,859	3,400,000	6.50%	5.46%
Income Taxes	1,304,763	5,400,000	24.16%	15.21%
Telecommunications Tax	32,030	410,000	7.81%	7.81%
Home Rule Sales Tax	157,623	2,500,000	6.30%	5.30%
Real Estate Transfer Tax	98,012	850,000	11.53%	22.68%
Use Tax	125,396	1,600,000	7.84%	12.43%
Building Permits	56,932	650,000	8.76%	11.98%
MFT	138,279	1,650,000	8.38%	8.38%
Water Charges	960,285	12,600,000	7.62%	7.52%
Sewer Charges	593,900	6,550,000	9.07%	8.27%
Interest Income	64,211	38,300	167.65%	0.02%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2022/23 as of May 31, 2022

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	182,924	1,430,558	12.79%
Expenses	74,519	1,397,786	5.33%
Net Income	108,405	32,772	330.79%
<b>F&amp;B - Restaurant</b>			
Revenues	20,694	149,000	13.89%
Expenses	28,134	365,622	7.69%
Net Income	(7,440)	(216,622)	3.43%
<b>F&amp;B - Banquet</b>			
Revenues	90,398	780,000	11.59%
Expenses	44,794	667,812	6.71%
Net Income	45,603	112,188	40.65%
<b>F&amp;B - Midway</b>			
Revenues	14,028	148,000	9.48%
Expenses	2,542	65,700	3.87%
Net Income	11,486	82,300	13.96%
<b>Golf Fund Total</b>			
Revenues	308,043	2,507,558	12.28%
Expenses	149,989	2,496,920	6.01%
Net Income	158,054	10,638	1485.75%

Sales Taxes

Month	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 21/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	220,859
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	19.04%
Budget	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

[RETURN HOME](#)
[VENDOR SUMMARY](#)
[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
[PAYMENTS ISSUED](#)
[PENDING PAYMENTS](#)

### PAYMENTS NOTIFICATIONS

➔ [Return Back](#)

Warrant/EFT#: EF 0015731

Fiscal Year: 2022 Issue Date: 05/05/22

Warrant Total: \$220,859.41 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2157504	2A2157504	\$220,859.41

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$220,859.41	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/04/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2022 COLL MO: MAR. 2022 VCHR MO: MAY. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	
July	84,361	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	
August	99,063	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	
September	70,076	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	
October	90,026	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	
November	77,655	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	
December	103,117	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	
January	90,866	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	
February	83,687	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	
March	65,802	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	75,969	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
Subtotal	1,017,334	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	138,706
Plus:										
High Growth	37,678	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	179,796	359,592								
Rebuild Illinois								1,357,885	452,628	
Total	1,234,808	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,157,145	
Budget	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000
Annual Inc in \$										
only MFT Allocations	3.71%	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	3.01%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

June 2, 2022

Bartlett

## **MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2022**

Beginning Unobligated Balance		<b>\$9,703,690.18</b>
Motor Fuel Tax Fund Allotment	\$80,853.92	
MFT Transportation Renewal Fund Allotment	\$57,852.20	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$138,706.12</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$1,178,435.93
Current Unobligated Balance		<b>\$8,663,960.37</b>

### **PROCESSED TRANSACTIONS:**

#### **AUTHORIZATIONS:**

<b>Date</b>	<b>Section</b>	<b>Category</b>	<b>Memo</b>	<b>Amount</b>
5/23/2022	17-00000-0C-GM	Maintenance	per Documentation Review	\$29,484.33
5/23/2022	18-00000-0C-GM	Maint. Engineer	per Documentation Review	\$6,413.00
5/23/2022	18-00000-00-GM	Maintenance	per Documentaticn Review	\$1,142,538.60
			<b>TOTAL</b>	<b>\$1,178,435.93</b>



*Proclamation  
National Night Out 2022  
Tuesday, August 2nd, 2022*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 2, 2022 entitled “National Night Out”; and

WHEREAS, the “39th Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett supports crime, drug and violence prevention efforts including “National Night Out 2022” locally; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “39th Annual National Night Out” on Tuesday, August 2, 2022.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 2, 2022 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

---

Village Clerk

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Village President



## NATIONAL NIGHT OUT AWARDS RECOGNITION

Each year the Bartlett Police Department honors those citizens and organizations that go above and beyond helping out the Village of Bartlett. This year, we have several very deserving National Night Out award recipients.

### Community Spirit Awards

The first of two Community Spirit Awards goes to **Nature's Select Pet Care** in Lake Barrington. This past year, the Bartlett Police Department received Maverick, a facility dog, from Canines 4 Comfort, to assist police officers and residents after stressful situations. Nature's Select Pet Care immediately stepped up and offered to provide the police department with a life time of food for Maverick. Maverick has been an awesome new addition to the Bartlett Police Department family and we know this is due to the partnership and generosity of organizations such as Nature's Select Pet Care that we are able to care for him at the level he needs and deserves. Nature's Select Pet Care is truly deserving of this year's Community Spirit Award.

Our second Community Spirit Award goes to **Hanover Township Emergency Services**. The Hanover Township Emergency Services is trained to respond to a wide range of situations, both emergency and non-emergency related. This dedicated group of professional volunteers exist to provide a properly equipped, trained and ready unit to assist Hanover Township residents and public safety agencies, such as the Bartlett Police Department. Bartlett Police Department entered into a mutual aid agreement with Hanover Township Emergency Services for disaster response and recovery, emergency management and emergency services. Since November of 2019, Hanover Township Emergency Services has assisted the Bartlett Police Department with searches for missing persons, provided traffic control for serious crashes, gas leaks and downed wires, when roadways needed to be closed for an extended period of time and additional lighting equipment was needed. We are very thankful for our community partnership with Hanover Township Emergency Services, which has helped us provide the best and most efficient emergency services to the residents of Bartlett. Hanover Township Emergency Services is more than deserving of this award.

### Citizen Star Award

This year's Citizen Star Award goes to **Caren Zielke**. On 11/18/2021 at approximately 1447 hours, Officer Pearson responded to one of our senior living facilities for a fraud report. Upon his arrival, Officer Pearson met with the caller, Caren Zielke. Caren informed Officer Pearson that while she was visiting with her mother, she learned that the resident in the next unit was asking for a ride to deposit \$7,000 into an out-of-town ATM as directed by an individual she contacted through a computer pop-up ad, which turned out to be a scam. Caren, with a background in banking, recognized this scam and offered to help the resident make a police report and drive the resident to her bank to deposit the money back into her Savings account. Caren also contacted the resident's son to let him know what had happened. If it were not for caring and amazing individuals such as Caren Zielke, this resident may have lost her entire life savings. Recognizing the outstanding and selfless actions of citizens like Caren is the reason why the Citizen Star Award was created and she is definitely more than deserving of this honor.

### Business Star Award

Our final award is the Business Star Award and it goes to **Artis Senior Living**. Artis Senior Living has proven to be a great supporter of the Bartlett Police Department and the community as a whole. Artis' Marketing Director has consistently reached out to see how they might be of assistance for different events throughout the year. Over the past three years, Artis staff and residents have made and donated homemade dog treats for Bartlett Paws on Patrol Dog Walker Watch Summer Social & Training. These treats have always been a huge hit! Artis also hosted a free program to train Bartlett Police Officers and Bartlett Fire District staff about Alzheimer's and Dementia, which is what the majority of their residents suffer from. Artis Senior Living has really had a positive impact on Bartlett and has earned our Business Star Award.

Every year these awards remind us what a difference one individual or organization can make in the lives of many. Thanks to all of you for going above and beyond!

**A RESOLUTION RECOGNIZING CHIEF PATRICK ULLRICH  
UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

**WHEREAS**, Patrick Ullrich, began his career with the Bartlett Police Department as a Community Service Officer on July 18, 1994 and continued in that role until August 6, 1995; and

**WHEREAS**, Ullrich was sworn in as a Bartlett Police Officer on June 29, 1998; and;

**WHEREAS**, Officer Ullrich was promoted to the rank of Sergeant on June 28, 2004, and appointed to the ranks of Commander on May 19, 2006, Deputy Chief on June 26, 2009, and Chief of Police on January 4, 2017; and

**WHEREAS**, during his more than 25 years of dedicated service, Patrick Ullrich served in many different capacities for the police department including Patrol Officer, Juvenile Officer, Truck Enforcement Officer, Crime Prevention Officer, D.A.R.E. Instructor, and Emergency Vehicle Operator Course Instructor; and

**WHEREAS**, Chief Ullrich extended his steadfast leadership to include service as a member of the DuPage County Chiefs of Police Association's Executive Board and as a Team Commander on the DuPage County Police Incident Management Assistance Team; and

**WHEREAS**, during his five-year tenure as Chief of Police, Patrick not only brought innovations and advancements to the police department's physical space and technology but also enhancements and improvements to the well-being of officers, police staff and the Bartlett community. He oversaw construction of the brand new, state-of the art 48,982 square foot police facility and the implementation of the STARCOM21 interoperable radio communication system. He introduced the part-time social worker program, the police department's facility dog, and PERF's Integrating Communications, Assessment, and Tactics (ICAT) training for defusing critical incidents. He also was instrumental in the adoption of the Ten Shared Principles designed to build trust between law enforcement and communities of color; and

**WHEREAS**, Chief Ullrich looked at many of the successful community-based policing programs in the department, such as the Police Department Open House, the award-winning National Night Out celebrations, and the CALEA accreditation process and elevated them to the next level;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Chief Patrick Ullrich for his service to the Bartlett community. His unwavering career commitment to the police department and the Village of Bartlett have positively impacted so many lives and we wholeheartedly wish him a retirement filled with good health and much happiness.

Dated this 19<sup>th</sup> Day of July, 2022



\_\_\_\_\_  
Kevin Wallace, Village President

**9.D. POLICE CHIEF APPOINTMENT**

**WITH THE ADVICE AND CONSENT OF THE BOARD, I  
HEREBY APPOINT GEOFFREY PRETKELIS AS CHIEF  
OF POLICE FOR THE BARTLETT POLICE  
DEPARTMENT EFFECTIVE ON AUGUST 8, 2022**

**CAN I GET A MOTION TO CONSENT TO THE  
APPOINTMENT**

## A PROCLAMATION THANKING AARON REINKE FOR HIS SERVICE TO THE VILLAGE OF BARTLETT

**WHEREAS**, the Village of Bartlett has benefitted from the hard work and commitment of Trustee Aaron Reinke during his nine years on the village board; and

**WHEREAS**, Reinke was first elected as a village trustee in May 2013 and was re-elected again in 2017 and 2021; and

**WHEREAS**, from day one, Aaron showed his readiness to confront the tough issues and work collaboratively for the betterment of our community, helping to speed up the village's development process, implementing the Bartlett Economic Development Assistance (BEDA) program and continuing to encourage commercial and industrial investment in Bartlett, including the Streets of Bartlett redevelopment project; and

**WHEREAS**, during his tenure, Trustee Reinke's steady leadership and guidance enabled the village's successful completion of two major capital projects – the transition to Lake Michigan water and the construction of a new police facility that meets the needs of a modern law enforcement agency; and

**WHEREAS**, he also worked to improve municipal transparency and open up communication with residents through increased board meeting information on the village website and an enhanced FOIA request system; and

**WHEREAS**, Aaron's ties to the community were strengthened further by his enthusiastic civic service with the Bartlett Lions Club, the Bartlett Rotary, as the attorney for the Bartlett Area Chamber of Commerce and as a Bike and Run Plan Advisory Committee member;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim our many thanks to Trustee Aaron Reinke for his dedication to our village and offer him our very best wishes.

Dated this 19th day of July, 2022



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Kevin Wallace, Village President



**Village of Bartlett  
Finance Department Memo  
2022 - 12**

**DATE:** July 11, 2022

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Mission Square Deferred Compensation Agreement

In May of 1988, the village board approved the deferred compensation plan with the International City Management Association ("ICMA") Retirement Corporation for its employees. The ICMA Retirement Corporation, now doing business as Mission Square Retirement, has amended and restated the original 457 deferred compensation plan and trust. Along with the revised plan, the administration charge of .55%, which is passed on to the employees through fund expenses, can be eliminated by agreeing to a seven year term. Considering that the village has been with the current plan for thirty-four years, the seven year option is being recommended.

**MOTION:** I move to approve Resolution Number 2022-\_\_\_\_\_ A Resolution Approving the New Mission Square Deferred Compensation Documents

RESOLUTION 2022 - \_\_\_\_\_

**A RESOLUTION APPROVING THE NEW MISSION  
SQUARE DEFERRED COMPENSATION DOCUMENTS**

---

**WHEREAS**, in 1988 the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") passed Resolution 88-46 "A Resolution for the Village of Bartlett Related to a Deferred Compensation Plan" establishing a deferred compensation plan for its employees to provide reasonable retirement security for its employees, to provide increased flexibility in its personnel management system, and to assist in the attraction and retention of competent personnel; and

**WHEREAS**, the Village of Bartlett approved at that time that the deferred compensation plan thereby established be administered by International City Management Association Retirement Corporation ("ICMA"), a nonprofit corporation organized and existing under the laws of Delaware; and

**WHEREAS**, the Village of Bartlett authorized the investment of funds held under its deferred compensation plan be administered by the ICMA Retirement Corporation, and that such funds be held by the ICMA Retirement Trust, a trust established by public employees for the collective investment of funds held under their deferred compensation plans and money purchase retirement plans; and

**WHEREAS**, the Corporate Authorities by the passage of Resolution 88-46 (1) adopted the deferred compensation plan attached thereto as Appendix A (the "Original 457 Plan"), (2) approved of a certain Declaration of Trust of ICMA Retirement Trust attached thereto as Appendix B, (3) approved of a Trust Agreement with the ICMA Retirement Corporation attached thereto as Appendix C (which Appendices are incorporated herein by reference), and (4) appointed the ICMA Retirement Corporation to serve as Administrator thereunder; and

**WHEREAS**, ICMA Retirement Corporation, now doing business as Mission Square Retirement ("Mission Square"), has amended and restated the Original 457 Plan as the Mission Square Retirement Governmental 457 Deferred Compensation Plan, and its 457 Governmental Deferred Compensation Plan and Trust in form attached hereto as Exhibit A (the "Mission Square 457 Plan"), and has requested each municipal employer entity to approve and execute a new Administrative Services Agreement, including the Administrative Services Agreement for the Village of Bartlett, Type 457 Account #302880 attached hereto as Exhibit B (the "Agreement"), and the Village of Bartlett, IL 457 Deferred Compensation Fee and Investment Disclosure March 31, 2022 attached hereto as Exhibit C (collectively, the "New Mission Square Deferred Compensation Documents"); and

**WHEREAS**, Mission Square currently charges an annual administrative fee to the Village of 55bps or .55% (which based on current assets in the plan equates to approximately \$60,000 per year), but has offered the Village and other municipal employers a longer term to reduce administrative fees, which will result in a cost savings to the Village, including a reduction to 29bps or .29% for a 5 year term (which based on current assets under the plan equates to approximately \$31,000 per year) or seven (7) year option with no administrative charge (which based on current assets under the plan equates to \$0, and will result in a cost savings to the Village of approximately \$60,000 per year);

**WHEREAS**, Village staff has recommended to the Corporate Authorities that it approve of the New Mission Square Deferred Compensation Documents, including without limitation, the Agreement and Fee Schedule appended hereto as Exhibit B with a seven (7) year term to take advantage of said savings;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in exercise of its home rule powers, that (1) the Mission Square Retirement Governmental 457 Deferred Compensation Plan, and 457 Governmental Deferred Compensation Plan and Trust as amended and restated and attached hereto as Exhibit A and expressly incorporated herein (the "Mission Square 457 Plan"); (2) the Administrative Services Agreement for the Village of Bartlett attached hereto as Exhibit B and expressly incorporated herein (the "Agreement") which among other provisions and terms adopts the Declaration of Trust of Vantage Trust Company and a seven (7) year term; (3) the Village of Bartlett, IL 457 Compensation Fee and Investment Disclosure attached hereto as Exhibit C and expressly incorporated herein (the "Fee Schedule") (collectively, the "New Mission Square Deferred Compensation Documents") are hereby approved and the Village Administrator is here authorized and directed to sign the Agreement and such other New Mission Square Deferred Compensation documents as may be necessary to effectuate said savings on behalf of the Village (manually and/or by utilizing DocuSign) in her capacity as Village Administrator.

**BE IT FURTHER RESOLVED** that the Village Treasurer/Finance Director shall be the Coordinator for the 457 Deferred Compensation Plan program for the Village and shall receive necessary reports, notices and correspondence from Mission Square on behalf of the Village of Bartlett, and is hereby authorized and directed to cast, on behalf of the Village of Bartlett, any required vote under the said program, and is further authorized to delegate administrative duties to carry out the plan to other departments as he may assign and designate.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on July 19, 2022, and approved on July 19, 2022, as the same appears from the official records of the Village of Bartlett.

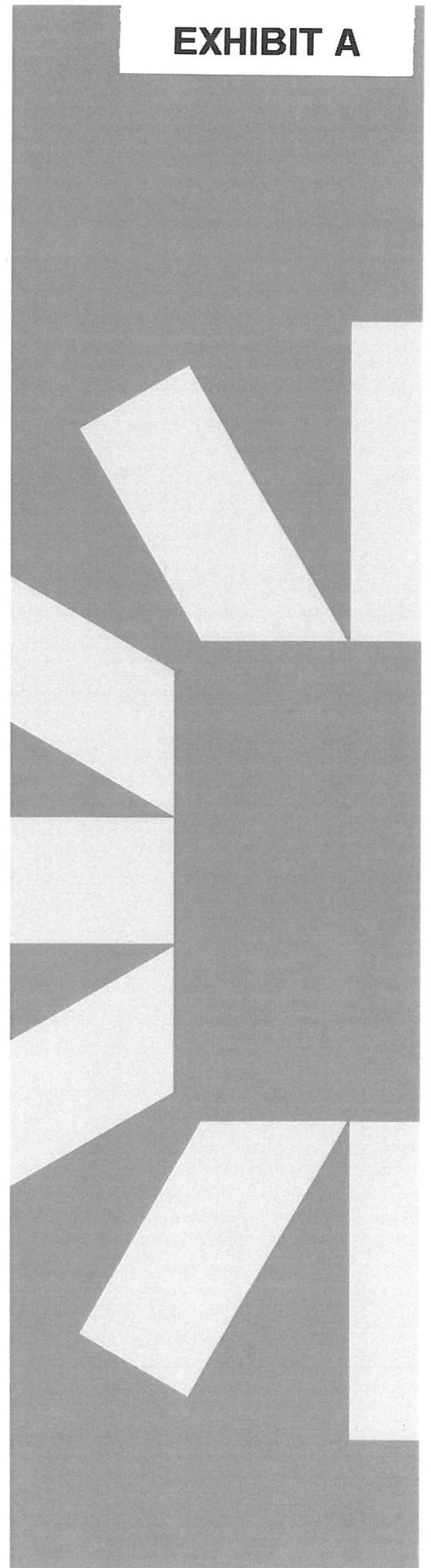
\_\_\_\_\_  
Lorna Giles, Village Clerk

**MissionSquare**  
RETIREMENT

ICMA Retirement Corporation  
doing business as

**MissionSquare Retirement  
Governmental 457  
Deferred Compensation  
Plan**

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# 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

## Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of VantageTrust Company.

## Article II. Definitions

- 2.01 Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.
- 2.03 Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator detailing features of the Plan and any elections as to the administration of the Plan.

- 2.04 Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.

For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).

- 2.06 Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.
- 2.07 Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.08 Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.09 Employer.** \_\_\_\_\_ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.
- 2.10 457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.11 Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.12 Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

**2.13 Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

**2.14 Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

**2.15 Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

**2.16 Percentage Limitation.** 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

**2.17 Plan Year.** The calendar year, unless otherwise elected by the Employer.

**2.18 Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new

contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.19 Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

### Article III. Administration

- 3.01 Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

### Article IV. Participation in the Plan

- 4.01 Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.
- 4.03 Automatic Enrollment.**
- (a) *If elected by the Employer, the Plan will provide for automatic enrollment.* In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

- (1) **Eligible Automatic Contribution Arrangement ("EACA").** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.
- (2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as Deferred Compensation.
- (3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.
- (4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.
- (5) **Default Rate.** The percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

- (1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee's compensation for that pay period. If the Employer elects, a Covered Employee's Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.
- (2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, shall be deemed a request for distribution of the Covered Employee's Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

- (1) Except as provided in (2), below, if the Employer has elected to have Covered Employees' Default Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

- (2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(e) **Notice Requirement**

- (1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.
- (2) The notice must accurately describe:
  - (i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
  - (ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;
  - (iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
  - (iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

- (1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.
- (2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.
- (3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.
- (4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any

matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

**4.04 Vesting of Employer Contributions.** If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

## Article V. Limitations on Deferrals

**5.01 Normal Limitation.** Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

**5.02 Catch-Up Limitations.**

- (a) Catch-up Contributions for Participants Age 50 and Over: A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
- (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
  - (2) The excess (if any) of:
    - (i) The Participant's Includible Compensation for the year, or
    - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) Last Three Years Catch-up Contribution: For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
- (1) The 457 Catch-Up Dollar Limitation, or
  - (2) The sum of
    - (i) The Normal Limitation for the taxable year, and
    - (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

**5.03 Sick, Vacation and Back Pay.** If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

**5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

**5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

**5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

**5.07 Benefit Accruals with Respect to Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).

**5.08 Benefit Accruals with Respect to Differential Wage Payments.** Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

## Article VI. Trust and Investment of Accounts

- 6.01 Investment of Deferred Compensation.** A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.
- 6.02 Investment Powers.** The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
  - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.
  - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
  - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.
  - (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books

and records of the Plan shall at all times show that all such investments are part of the Trust.

- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

**6.03 Taxes and Expenses.** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

**6.04 Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

**6.05 Investment Funds.** In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

**6.06 Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all

Account balances include the Account balances of all Participants and Beneficiaries.

**6.07 Participant Loan Accounts.** Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

**6.08 Crediting of Accounts.** The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

**6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.**

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;
- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and
- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate

the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

#### **6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.**

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
- (1) The Employer's other plan provides that such transfer will be made;
  - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
  - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
- (1) The Employer's other plan provides that such transfer will be accepted;
  - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
  - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

#### **6.11 Eligible Rollover Distributions.**

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.
- (b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (c) *Definitions:*
- (1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or

any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

- (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.
- (3) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.
- (4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

- (1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.
- (2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an

inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

- (3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).
- (4) If the dates noted above are modified by the Employer's prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer's prior plan document.

**6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit.** All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

**6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs.** For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

**6.14 Employer Liability.** In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

## Article VII. Benefits

### 7.01 Retirement Benefits and Election on Severance Event.

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.
- (b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

**7.02 Payment Options.** As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of

the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One (1) lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in **periodic payment checks beginning the following January.**

**7.03 Limitation on Options.** A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than \$100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

**7.04 Minimum Required Distributions.** Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

- (a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.
- (b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for

purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

#### **7.05 Time and Manner of Distribution.**

- (a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.
- (b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:
- (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
  - (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

#### **7.06 Required Minimum Distributions During Participant's Lifetime.**

- (a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
- (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
  - (2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.
- (b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

#### **7.07 Required Minimum Distributions After Participant's Death.**

- (a) *Death On or After Date Distributions Begin.*
- (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
    - (i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
    - (ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
    - (iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
  - (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death Before Date Distributions Begin.*

- (1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

**7.08 Definitions.**

- (a) *Designated Beneficiary.* The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.
- (b) *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.
- (c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.
- (d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

**7.09 Unforeseeable Emergencies.**

- (a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value

of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.

- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.
- (c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.

**7.10 In-Service Distribution of Rollover Contributions.** Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

**7.11 In-Service Distribution to Participants Age 70½ or Older.** Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

**7.12 Distribution of De Minimis Accounts.** Notwithstanding the foregoing provisions of this Article VII:

- (a) *Mandatory Distribution:* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

- (1) No amount has been deferred under the Plan with respect to the Participant during the

2-year period ending on the date of the distribution; and

- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than \$1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

- (b) *Voluntary Distribution*: If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

### **7.13 Deemed Severance from Employment.**

- (a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.
- (b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.
- (c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee Contributions set forth in subsection (b).

### **7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.**

- (a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to \$3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.
- (b) The term "Eligible Retired Public Safety Officer" means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term "Public Safety Officer" has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.
- (c) The term "Qualified Health Insurance Premiums" means premiums for coverage for the Eligible

Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

**7.15 EESA Provisions.** The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 ("EESA") shall apply to the Plan.

**7.16 KETRA and GOZA Provisions.** The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 ("KETRA") and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

## Article VIII. Loans to Participants

### 8.01 Availability of Loans to Participants.

- (a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

### 8.02 Terms and Conditions of Loans to Participants.

Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.
- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer

plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

- (1) \$50,000, reduced by the excess (if any) of
  - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over
  - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.
- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:
  - (1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall

not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;

- (2) rules relating to reamortization of loans; and
- (3) rules relating to refinance of loans.

### **8.03 Participant Loan Accounts.**

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

## **Article IX. Roth Provisions**

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

### **9.01 Definitions.** The following definitions shall apply for purposes of this Article IX.

- (a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.
- (b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(E), to the extent permitted by Section 9.05(e).
- (c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan

Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.

- (d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.
- (e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:
  - (1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
  - (2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

### **9.02 Permitted Roth Elective Deferrals**

- (a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.
- (b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

### **9.03 Separate Accounting**

- (a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.
- (d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

### **9.04 Direct Rollovers**

- (a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the

rules of Section 402(c) of the Code.

- (b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.
- (c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

**9.05 In-Plan Roth Conversions.** Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

- (a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.
- (b) *Irrevocability.* Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.
- (c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.
- (d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion.
- (e) *In-Plan Roth Conversions of Non-Distributable Amounts.* Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

**9.06 Availability of Loans from Designated Roth Accounts.** A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

## Article X. Non-Assignability

**10.01 General.** Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

## 10.02 Domestic Relations Orders.

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.
- (b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.
- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

**10.03 IRS Levy.** Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an

unpaid tax assessment against the Participant or Beneficiary.

- 10.04 Mistaken Contribution.** To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.
- 10.05 Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 10.06 Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.

## **Article XI. Relationship to Other Plans and Employment Agreements**

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

## **Article XII. Amendment or Termination of Plan**

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as

Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

### **Article XIII. Applicable Law**

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

### **Article XIV. Miscellaneous Items**

- 14.01** Gender and Number. The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.
- 14.02** Electronic Communication and Consent. Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

### **DECLARATION OF TRUST**

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a

copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

- 1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
  - 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
    - 1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
    - 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
    - 3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

**MISSIONSQUARE RETIREMENT**

**777 NORTH CAPITOL STREET, NE  
WASHINGTON, DC 20002-4240**

800-669-7400  
WWW.MISSIONSQ.ORG  
55108-1121-454

**ADMINISTRATIVE SERVICES AGREEMENT**

for

**Village of Bartlett**

Type: **457**

Account #: **302880**

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) \_\_\_\_\_, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **Village of Bartlett** ("Employer"), an **Entity** organized and existing under the laws of the State of **Illinois** with an office at **228 S Main Street, Illinois 60103**.

### RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

## **AGREEMENTS**

### 1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

### 2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

### 3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from

external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

#### 4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

#### 5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with

which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

#### 6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

#### 7. Compensation and Payment

- (a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MSQ Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment

line-up for the Plan, MissionSquare receives administrative fees from its third-party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third-party mutual funds; such administrative fees come from payments made by third-party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MSQ Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in **R5** shares of MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by April 20 - Effective June
- Agreement received by June 20 - Effective August
- Agreement received by August 20 - Effective October

- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

#### 8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

#### 9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

#### 10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **seven (7) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made

a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**MissionSquare:** Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240  
**Facsimile;** (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15: Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Illionis**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

**VILLAGE OF BARTLETT**

By \_\_\_\_\_  
Signature/Date

By \_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT CORPORATION  
doing business as MISSIONSQUARE  
RETIREMENT**

By \_\_\_\_\_  
Erica McFarquhar  
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts\_ICMA-RC@icmarc.org

## **Exhibit A**

### **Administrative Services**

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled

- maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
  - (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
  - (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
  - (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
  - (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
  - (o) Guided Pathways Advisory Services - MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
  - (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

**VILLAGE OF BARTLETT**  
**457 Deferred Compensation**  
**Fee and Investment Disclosure**  
**PROPOSED**

This disclosure includes important information to help you understand the fees associated with your plan and to compare the performance, expenses and fees of the investment options made available in your retirement plan. The most current information on investment options for your plan can be accessed via . To request a printed copy of this information, please contact us at 1-800-669-7400.

**I. Plan Related Information**

This section discusses fees that may be assessed to your account, either as a participant in the plan or for services made available by the plan that you may choose to use.

**GUIDED PATHWAYS**

Fund Advice <sup>1,3</sup>	\$0 annual fee
Managed Accounts <sup>1,2,3</sup>	0.50% on first \$100,000 0.40% on next \$200,000 0.30% on next \$200,000 0.20% on All assets over \$500,000

**BROKERAGE**

Self-Directed Brokerage	\$50 one-time setup fee <i>(additional fees by brokerage provider also apply)</i>
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**EXPEDITED DISBURSEMENT**

Wire	\$15 per use
Overnight Delivery	varies by delivery address

**LEGAL**

Domestic Relations Order Processing	\$250 per divorce
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Some of the plan's administrative expenses for the preceding quarter were paid from the total operating expenses of one or more of the plan's investment options. The total operating expenses of each investment, which include any amount paid to offset administration, are shown in Section II Investment Related Information.

- Underlying mutual fund expenses and plan administration fees still apply. Please consult the applicable disclosure materials for a description of these fees and expenses.*
- Managed Accounts is not suitable for all investors. Please contact our Guided Pathways® team or your MissionSquare Retirement Plan Specialist and fully read the Guided Pathways® Fund Advice and Managed Accounts Investment Advisory Agreement prior to enrolling in Managed Accounts to determine if this service is right for you.*
- Investment advice and analysis tools are offered to participants by MissionSquare Retirement, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by the independent "Financial Expert" (as defined in the Department of Labor's Advisory Opinion 2001-09A) Morningstar Investment Management LLC, a registered investment adviser and subsidiary of Morningstar, Inc. Morningstar Investment Management LLC is not affiliated with MissionSquare Retirement and its affiliates. The Morningstar name*

*and logo are registered marks of Morningstar, Inc. For additional information on our Guided Pathways Advisory Services, please refer to our Form ADV Part 2A Brochure available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).*

## II. Investment Related Information

### Performance

Fund past performance, as shown, is no guarantee of how the Fund will perform in the future. The performance shown has been annualized for periods greater than one year. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. For current performance, participants or plan sponsors in a MissionSquare Retirement administered account can log in at [www.icmarc.org](http://www.icmarc.org), or institutions can go to [www.investments.missionsq.org](http://www.investments.missionsq.org). For current performance, contact MissionSquare Retirement by calling 1-800-669-7400 or by visiting .

Fund performance is shown comparing it to a "benchmark" which may be a (i) broad-based securities market index (ii) a group of mutual funds with similar investment objectives, or (iii) a short term government backed debt obligation such as a U.S. Treasury Bill. An index is not available for direct investment, is unmanaged, and does not reflect the costs of portfolio management or trading. A fund's portfolio may differ from the securities held in an index.

The performance displayed for each of the plan's investment options is net of fees and therefore includes the effects of the total annual operating expenses on the rate of return.

#### VARIABLE RETURN INVESTMENTS

PERFORMANCE AS OF 06/30/2022

Investment Option/Benchmark/Peer Group	Type of Option	1yr	3yr	5yr	10yr	Since Inception	InceptionDate
<b>STABLE VALUE/CASH MANAGEMENT</b>							
<b>MissionSquare PLUS Fund R5</b> <sup>A, B, C, D, E</sup>	Stable Value	1.59%	1.83%	1.91%	1.90%	-	Apr 1999
ICE BofA US 3 Month Treasury Bill Index <sup>1,2</sup>		0.17%	0.63%	1.11%	0.64%		
<b>MSQ Cash Management Fund R5</b> <sup>B, C, D, F, G</sup>	Cash Management	0.09%	0.39%	0.79%	0.41%	-	Mar 1999
Ibbotson US 30-Day T-Bill Index <sup>1,3</sup>		0.13%	0.52%	1.02%	0.57%		
Crane Government Retail Money Market Fund Index <sup>4</sup>		-	-	-	-		
<b>BOND</b>							
<b>MissionSquare Core Bond Index Fund R5</b> <sup>B, C, D, E, H</sup>	Intermediate-Term Bond (10.53%)	(1.19%)	0.66%	1.31%	-		Apr 1999
Bloomberg U.S. Agg Bond Index <sup>1,5</sup>		(10.29%)	(0.93%)	0.88%	1.54%		
<b>MSQ Western Asset Core Plus Bond Fund R5</b> <sup>B, C, D, G, H</sup>	Intermediate-Term Bond (16.07%)	(2.20%)	0.39%	-	1.47%		Jan 2015
Bloomberg U.S. Agg Bond Index <sup>1,5</sup>		(10.29%)	(0.93%)	0.88%	1.54%		
Morningstar Intermediate Core-Plus Bond <sup>1,6</sup>		(11.10%)	(0.73%)	0.94%	1.91%		
<b>MissionSquare Inflation Focused Fund R5</b> <sup>B, C, D, E, H</sup>	Inflation-Protected Bond (5.89%)	2.65%	2.78%	1.27%	-		Mar 1999
Bloomberg U.S. Treasury Inflation-Linked Bond Index <sup>1,7</sup>		(5.14%)	3.04%	3.21%	1.73%		
Morningstar Inflation-Protected Bond <sup>1,6</sup>		(3.79%)	2.82%	2.85%	1.39%		
<b>MSQ PIMCO High Yield Fund R5</b> <sup>B, C, D, G, H, I</sup>	High Yield Bond (12.93%)	(0.88%)	1.28%	3.67%	-		Jul 2002

ICE BofA US High Yield BB-B Const Index <sup>1,8</sup>	(12.20%)	0.04%	2.07%	4.34%		
Morningstar High Yield Bond <sup>1,6</sup>	(11.80%)	(0.21%)	1.46%	3.59%		

**GUARANTEED LIFETIME INCOME**

<b>MissionSquare Retirement Income Advantage Fund R5</b> <sup>B, C, D, J, K</sup>	Guaranteed Income	(12.67%)	3.71%	4.53%	5.73%	-	Aug 2010
Custom Benchmark <sup>9</sup>		(10.69%)	5.58%	6.36%	7.44%		

**BALANCED/ASSET ALLOCATION**

<b>MissionSquare Retirement Income Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date Retirement	(9.82%)	2.18%	3.07%	3.71%	-	Jan 2005
S&P Target Date Retirement Income Index <sup>1,10</sup>		(9.75%)	1.87%	3.13%	3.94%		
Morningstar Target-Date Retirement <sup>1,6</sup>		(10.50%)	1.70%	2.91%	3.67%		
<b>MissionSquare Retirement Target 2015 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2015	(10.30%)	2.98%	3.72%	5.13%	-	Jan 2005
S&P Target Date 2015 Index <sup>1,10</sup>		(10.27%)	2.94%	4.02%	5.49%		
Morningstar Target-Date 2015 <sup>1,6</sup>		(11.31%)	2.72%	3.93%	5.44%		
<b>MissionSquare Retirement Target 2020 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2020	(10.79%)	3.30%	4.13%	5.80%	-	Jan 2005
S&P Target Date 2020 Index <sup>1,10</sup>		(10.86%)	2.97%	4.18%	6.03%		
Morningstar Target-Date 2020 <sup>1,6</sup>		(11.95%)	2.87%	4.16%	5.90%		
<b>MissionSquare Retirement Target 2025 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2025	(11.43%)	4.06%	4.71%	6.55%	-	Jan 2005
S&P Target Date 2025 Index <sup>1,10</sup>		(11.40%)	3.77%	4.87%	6.76%		
Morningstar Target-Date 2025 <sup>1,6</sup>		(12.73%)	3.28%	4.57%	6.38%		
<b>MissionSquare Retirement Target 2030 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2030	(12.46%)	4.94%	5.37%	7.31%	-	Jan 2005
S&P Target Date 2030 Index <sup>1,10</sup>		(12.24%)	4.32%	5.39%	7.38%		
Morningstar Target-Date 2030 <sup>1,6</sup>		(13.62%)	3.97%	5.20%	7.06%		
<b>MissionSquare Retirement Target 2035 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2035	(13.22%)	5.52%	5.87%	7.97%	-	Jan 2005
S&P Target Date 2035 Index <sup>1,10</sup>		(13.15%)	4.95%	5.92%	7.96%		
Morningstar Target-Date 2035 <sup>1,6</sup>		(14.56%)	4.60%	5.73%	7.69%		
<b>MissionSquare Retirement Target 2040 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2040	(13.78%)	5.89%	6.28%	8.49%	-	Jan 2005
S&P Target Date 2040 Index <sup>1,10</sup>		(13.76%)	5.37%	6.30%	8.36%		
Morningstar Target-Date 2040 <sup>1,6</sup>		(15.21%)	5.05%	6.08%	8.10%		
<b>MissionSquare Retirement Target 2045 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2045	(14.23%)	6.40%	6.71%	8.82%	-	Jan 2010
S&P Target Date 2045 Index <sup>1,10</sup>		(14.15%)	5.59%	6.47%	8.63%		
Morningstar Target-Date 2045 <sup>1,6</sup>		(15.63%)	5.40%	6.36%	8.31%		

<b>MissionSquare Retirement Target 2050 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2050	(14.46%)	6.43%	6.76%	-	8.45%	Sep 2012
S&P Target Date 2050 Index <sup>1, 10</sup>		(14.33%)	5.72%	6.59%	8.85%		
Morningstar Target-Date 2050 <sup>1, 6</sup>		(15.91%)	5.44%	6.38%	8.38%		
<b>MissionSquare Retirement Target 2055 Fund R5</b> <sup>B, C, D, L, M, N</sup>	Target-Date 2055	(14.44%)	6.44%	6.77%	-	8.17%	Nov 2016
S&P Target Date 2055 Index <sup>1, 10</sup>		(14.40%)	5.77%	6.64%	8.99%		
Morningstar Target-Date 2055 <sup>1, 6</sup>		(16.03%)	5.52%	6.46%	8.49%		
<b>MissionSquare Retirement Target 2060 Fund R5</b> <sup>B, C, D, L, M</sup>	Target-Date 2060	(14.40%)	-	-	-	9.62%	Jun 2020
S&P Target Date 2060+ Index <sup>1, 10</sup>		(14.45%)	5.78%	6.70%	9.04%		
Morningstar Target-Date 2060 <sup>1, 6</sup>		(16.04%)	5.53%	6.49%	8.96%		
<b>MissionSquare Model Portfolio Conservative Growth Fund R5</b> <sup>B, C, D, E</sup>	Allocation--30% to 50% Equity	(10.45%)	2.67%	3.40%	4.45%	-	Apr 1999
S&P Target Risk Conservative Index <sup>1, 11</sup>		(11.63%)	1.46%	2.93%	3.83%		
Morningstar Allocation -- 30% to 50% Equity <sup>1, 6</sup>		(11.20%)	2.13%	3.22%	4.57%		
<b>MissionSquare Model Portfolio Traditional Growth Fund R5</b> <sup>B, C, D, E</sup>	Allocation--50% to 70% Equity	(11.35%)	5.10%	5.56%	6.74%	-	Apr 1999
S&P Target Risk Growth Index <sup>1, 11</sup>		(12.83%)	3.73%	4.79%	6.54%		
Morningstar Allocation -- 50% to 70% Equity <sup>1, 6</sup>		(11.07%)	4.54%	5.29%	6.69%		
<b>MissionSquare Model Portfolio Long-Term Growth Fund R5</b> <sup>B, C, D, E</sup>	Allocation--70% to 85% Equity	(12.54%)	6.00%	6.47%	8.02%	-	Apr 1999
S&P Target Risk Aggressive Index <sup>1, 11</sup>		(13.67%)	5.11%	5.93%	8.16%		
Morningstar Allocation -- 70% to 85% Equity <sup>1, 6</sup>		(12.86%)	4.85%	5.39%	7.38%		
<b>MissionSquare Model Portfolio Global Equity Growth Fund R5</b> <sup>B, C, D, E, O</sup>	Global Large Stock	(15.56%)	6.15%	6.67%	8.94%	-	Oct 2000
MSCI ACWI Index (Net) <sup>1, 12</sup>		(15.75%)	6.21%	7.00%	8.76%		
Morningstar Global Large-Stock Blend <sup>1, 6</sup>		(14.29%)	5.76%	6.34%	8.45%		
<b>MSQ Puritan® Fund R5</b> <sup>B, C, D, G, P</sup>	Allocation--50% to 70% Equity	(12.08%)	8.26%	8.51%	9.39%	-	Apr 1999
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%		
Morningstar Allocation -- 50% to 70% Equity <sup>1, 6</sup>		(11.07%)	4.54%	5.29%	6.69%		
<b>U.S. STOCK</b>							
<b>MissionSquare Equity Income Fund R5</b> <sup>B, C, D, E, Q</sup>	Large Value	(3.15%)	8.41%	6.96%	9.32%	-	Mar 1999
Russell 1000 Value Index <sup>1, 14</sup>		(6.82%)	6.87%	7.17%	10.50%		
Morningstar Large Value <sup>1, 6</sup>		(4.84%)	7.95%	7.84%	10.26%		
<b>MSQ MFS® Value Fund R5</b> <sup>B, C, D, G, Q</sup>	Large Value	(5.13%)	7.47%	-	-	6.58%	Dec 2017

Russell 1000 Value Index <sup>1, 14</sup>		(6.82%)	6.87%	7.17%	10.50%	
Morningstar Large Value <sup>1, 6</sup>		(4.84%)	7.95%	7.84%	10.26%	
<b>MSQ BlackRock Equity Dividend Fund Large Value R5</b> <sup>B, C, D, Q, R</sup>		(5.48%)	8.09%	8.22%	-	9.89% Dec 2021
Russell 1000 Value Index <sup>1, 14</sup>		(6.82%)	6.87%	7.17%	10.50%	
Morningstar Large Value <sup>1, 6</sup>		(4.84%)	7.95%	7.84%	10.26%	
<b>MissionSquare 500 Stock Index Fund Large Blend R5</b> <sup>B, C, D, E</sup>		(10.76%)	10.43%	11.12%	12.75%	- Apr 1999
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%	
<b>MissionSquare Broad Market Index Fund R5</b> <sup>B, C, D, E</sup>	Large Blend	(13.94%)	9.59%	10.43%	12.40%	- Apr 1999
Russell 3000 Index <sup>1, 15</sup>		(13.87%)	9.77%	10.60%	12.57%	
<b>MissionSquare Growth &amp; Income Fund Large Blend R5</b> <sup>B, C, D, E</sup>		(11.37%)	8.47%	9.43%	11.84%	- Mar 1999
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%	
Morningstar Large Blend <sup>1, 6</sup>		(11.58%)	9.14%	9.77%	11.63%	
<b>MSQ Parnassus Core Equity Fund R5</b> <sup>B, C, D, G</sup>	Large Blend	(11.52%)	10.28%	11.90%	-	10.21% Nov 2014
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%	
Morningstar Large Blend <sup>1, 6</sup>		(11.58%)	9.14%	9.77%	11.63%	
<b>MSQ Invesco Main Street Fund R5</b> <sup>B, C, D, G</sup>	Large Blend	(13.87%)	7.75%	8.40%	11.49%	- Dec 2011
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%	
Morningstar Large Blend <sup>1, 6</sup>		(11.58%)	9.14%	9.77%	11.63%	
<b>MissionSquare Growth Fund R5</b> <sup>B, C, D, E, Q</sup>	Large Growth	(24.20%)	8.70%	11.59%	12.51%	- Mar 1999
Russell 1000 Growth Index <sup>1, 16</sup>		(18.77%)	12.58%	14.29%	14.80%	
Morningstar Large Growth <sup>1, 6</sup>		(23.86%)	8.10%	11.01%	12.51%	
<b>MSQ Contrafund® R5</b> <sup>B, C, D, G, P, Q</sup>	Large Growth	(21.97%)	8.41%	11.26%	12.94%	- Apr 1999
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%	
Morningstar Large Growth <sup>1, 6</sup>		(23.86%)	8.10%	11.01%	12.51%	
<b>MSQ T Rowe Price® Growth Stock Fund R5</b> <sup>B, C, D, G, Q, S</sup>	Large Growth	(34.37%)	3.94%	8.26%	12.12%	- Dec 2004
S&P 500 Index <sup>1, 13</sup>		(10.62%)	10.60%	11.31%	12.96%	
Morningstar Large Growth <sup>1, 6</sup>		(23.86%)	8.10%	11.01%	12.51%	
<b>MissionSquare Select Value Fund R5</b> <sup>B, C, D, E, Q, T</sup>	Mid-Cap Value	(3.81%)	9.64%	7.05%	9.84%	- Oct 2007
Russell Midcap Value Index <sup>1, 17</sup>		(10.00%)	6.70%	6.27%	10.62%	
Morningstar Mid-Cap Value <sup>1, 6</sup>		(7.90%)	7.43%	6.41%	9.83%	
<b>MSQ Victory Sycamore Established Value Fund R5</b> <sup>B, C, D, G, Q, T</sup>	Mid-Cap Value	(4.24%)	11.17%	10.14%	-	10.02% Jun 2017

Russell Midcap Value Index <sup>1,17</sup>		(10.00%)	6.70%	6.27%	10.62%		
Morningstar Mid-Cap Value <sup>1,6</sup>		(7.90%)	7.43%	6.41%	9.83%		
<b>MissionSquare Mid/Small Company Index Fund R5</b> <sup>B, C, D, E, U</sup>	Small Blend	(21.08%)	5.83%	6.94%	10.44%	-	Apr 1999
Russell 2500 Index <sup>1,18</sup>		(21.00%)	5.91%	7.04%	10.49%		
<b>MissionSquare Aggressive Opportunities Fund R5</b> <sup>B, C, D, E, Q, T</sup>	Mid-Cap Growth	(24.31%)	4.67%	8.42%	10.65%	-	Mar 1999
Russell Midcap Growth Index <sup>1,19</sup>		(29.57%)	4.25%	8.88%	11.50%		
Morningstar Mid-Cap Growth <sup>1,6</sup>		(28.58%)	5.04%	8.69%	10.82%		
<b>MSQ AMG TimesSquare Mid Cap Growth Fund R5</b> <sup>B, C, D, G, Q, T</sup>	Mid-Cap Growth	(20.74%)	7.75%	10.76%	-	9.46%	Dec 2013
Russell Midcap Growth Index <sup>1,19</sup>		(29.57%)	4.25%	8.88%	11.50%		
Morningstar Mid-Cap Growth <sup>1,6</sup>		(28.58%)	5.04%	8.69%	10.82%		
<b>MSQ Carillon Eagle Mid Cap Growth Fund R5</b> <sup>B, C, D, G, Q, T</sup>	Mid-Cap Growth	(24.72%)	6.59%	-	-	8.45%	Dec 2017
Russell Midcap Growth Index <sup>1,19</sup>		(29.57%)	4.25%	8.88%	11.50%		
Morningstar Mid-Cap Growth <sup>1,6</sup>		(28.58%)	5.04%	8.69%	10.82%		
<b>MSQ JPMorgan Small Cap Value Fund R5</b> <sup>B, C, D, Q, R, U</sup>	Small Value	(14.90%)	7.51%	4.66%	-	5.86%	Dec 2021
Russell 2000 Value Index <sup>1,20</sup>		(16.28%)	6.18%	4.89%	9.05%		
Morningstar Small Value <sup>1,6</sup>		(12.12%)	7.63%	5.36%	8.93%		
<b>MissionSquare Small Cap Discovery Fund R5</b> <sup>B, C, D, U, V</sup>	Small Blend	(22.53%)	4.26%	6.13%	9.43%	-	Oct 2007
Russell 2000 Index <sup>1,21</sup>		(25.20%)	4.21%	5.17%	9.35%		
Morningstar Small Blend <sup>1,6</sup>		(17.27%)	5.65%	5.58%	9.40%		
<b>MSQ Invesco Discovery Fund R5</b> <sup>B, C, D, G, Q, U</sup>	Small Growth	(30.77%)	6.14%	11.31%	-	9.64%	Sep 2013
Russell 2000 Growth Index <sup>1,22</sup>		(33.43%)	1.40%	4.80%	9.30%		
Morningstar Small Growth <sup>1,6</sup>		(30.57%)	4.24%	7.79%	10.26%		
<b>INTERNATIONAL/GLOBAL STOCK</b>							
<b>MissionSquare International Fund R5</b> <sup>B, C, D, E, O</sup>	Foreign Large Blend	(19.16%)	2.38%	3.03%	5.45%	-	Mar 1999
MSCI EAFE Index (Net) <sup>1,23</sup>		(17.77%)	1.07%	2.20%	5.40%		
Morningstar Foreign Large Blend <sup>1,6</sup>		(18.69%)	1.31%	2.08%	5.11%		
<b>MissionSquare Overseas Equity Index Fund R5</b> <sup>B, C, D, E, O</sup>	Foreign Large Blend	(17.39%)	1.27%	2.29%	5.34%	-	Apr 1999
MSCI EAFE Index (Net) <sup>1,23</sup>		(17.77%)	1.07%	2.20%	5.40%		
<b>MSQ Diversified International Fund R5</b> <sup>B, C, D, G, O, Q</sup>	Foreign Large Growth	(23.14%)	2.43%	3.15%	6.30%	-	Dec 2004
MSCI EAFE Index (Net) <sup>1,23</sup>		(17.77%)	1.07%	2.20%	5.40%		
Morningstar Foreign Large Growth <sup>1,6</sup>		(27.25%)	1.72%	3.56%	6.13%		

<b>MissionSquare Emerging Markets Fund R5</b> <small>B, C, D, E, N, O</small>	Diversified Emerging Mkts	(23.93%)	0.88%	1.82%	-	1.82%	Dec 2017
MSCI Emerging Markets Index (Net) <sup>1, 24</sup>		(25.28%)	0.57%	2.18%	3.06%		
Morningstar Diversified Emerging Mkts <sup>1, 6</sup>		(25.71%)	0.38%	1.71%	2.84%		
<b>SPECIALTY</b>							
<b>MSQ Cohen &amp; Steers Realty Shares Fund R5</b> <small>B, C, D, R, W</small>	Real Estate	(4.67%)	7.28%	8.11%	-	7.05%	Dec 2021
FTSE NAREIT All Equity REITs Index <sup>1, 25</sup>		(5.89%)	5.34%	6.75%	8.34%		
Morningstar Real Estate <sup>1, 6</sup>		(8.01%)	4.05%	5.04%	6.93%		

- A. *MissionSquare Retirement and your employer may negotiate a different fund management or service fee for your Plan that would lower the total expense ratio. The performance and total expense ratio shown do not reflect any such alternative fee arrangements.*
- B. *Before investing in the Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.*
- C. *The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at [www.icmarc.org](http://www.icmarc.org), at [www.investments.missionsq.org](http://www.investments.missionsq.org) for institutions, or upon request by calling 800-669-7400.*
- D. *When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.*
- E. *Effective September 10, 2021, the Vantagepoint Funds are now known as the MissionSquare Funds.*
- F. *The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.*
- G. *Effective September 10, 2021, the VT Funds are now known as the MSQ Funds.*
- H. *A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.*
- I. *Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.*

- J. *Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor MissionSquare Retirement guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. MissionSquare Retirement provides recordkeeping services to your Plan and its affiliate is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate MissionSquare Retirement or its affiliates for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2022 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the MissionSquare Retirement IncomeAdvantage Fund must first receive and read the MissionSquare Retirement IncomeAdvantage Fund Important Considerations document, before investing.*
- K. *Effective September 10, 2021, the VT Retirement IncomeAdvantage Fund is now known as the MissionSquare Retirement IncomeAdvantage Fund.*
- L. *The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.*
- M. *Effective September 10, 2021, the Vantagepoint Milestone Fund Series are now known as the MissionSquare Retirement Target Funds.*
- N. *Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.*
- O. *Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.*
- P. *PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.*
- Q. *Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.*
- R. *Performance for this fund prior to its inception date is the performance of the underlying mutual fund adjusted to reflect the estimated fees and expenses of this fund and class.*
- S. *T. Rowe Price® is a registered trademark of T. Rowe Price Group, Inc. - all rights reserved.*
- T. *Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.*
- U. *Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally*

*subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.*

- V. *Effective September 10, 2021, the Vantagepoint Discovery Fund is now known as the MissionSquare Small Cap Discovery Fund.*
- W. *Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.*
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  2. *The Intercontinental Exchange Bank of America ("ICE BofA") US Treasury Bill 3 Month Index is comprised of a single U.S. Treasury Bill issue purchased at the beginning of each month and held for a full month, at which time that issue is sold and rolled into a newly selected issue. The issue selected each month is that having a maturity date closest to, but not beyond 90 days from the rebalance date.*
  3. *The Ibbotson Associates US 30-Day T-Bill Index measures the performance of a single issue of outstanding Treasury bill which matures closest to, but not beyond, one month from the rebalancing date. The issue is purchased at the beginning of the month and held for a full month; at the end of the month that issue is sold and rolled into a newly selected issue.*
  4. *The Crane Government Retail Money Market Fund Index is a simple average of government retail money market mutual funds tracked by Crane Data.*
  5. *The Bloomberg U.S. Aggregate Bond Index consists of investment-grade U.S. fixed income securities.*
  6. *The Morningstar category average return represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.*
  7. *The Bloomberg U.S. Treasury Inflation-Linked Bond Index, consists of all U.S. Treasury inflation protected securities rated investment grade or better, having at least one year to final maturity and at least \$250 million par amount outstanding.*
  8. *The Intercontinental Exchange Bank of America ("ICE BofA") US High Yield BB-B Constrained Index tracks the performance of BB- and B-rated fixed income securities, with total index allocation to an individual issuer limited to 2%.*
  9. *The MissionSquare Retirement IncomeAdvantage Fund's custom benchmark is comprised of the market indexes of the funds in which the MissionSquare Retirement IncomeAdvantage Fund invests, in weighted percentages that correspond to the historical target allocation to those funds and the historical market indexes. Should the target allocations for the MissionSquare Retirement IncomeAdvantage Fund or the market indexes of the funds change, the percentage allocations to the corresponding indexes or the market indexes will also change.*
  10. *The S&P Target Date Indexes reflect exposure to various asset classes included in target date funds driven by a survey of such funds for each particular target date.*
  11. *The S&P Target Risk Indexes reflect exposure to various asset classes included in target risk funds driven by a survey of such funds for each particular target risk.*
  12. *The MSCI All Country World Index (Net) is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of large and mid cap segments of developed and emerging markets. The net version of this index reinvests dividends after the deduction of withholding taxes, using a tax rate applicable to non-resident institutional investors who do not benefit from double taxation treaties.*
  13. *The S&P 500 Index consists of 500 companies representing larger capitalization stocks traded in the U.S.*

14. *The Russell 1000® Value Index measures the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000® Index companies with lower price-to-book ratios and lower expected growth values.*
15. *The Russell 3000® Index includes, and measures the performance of, the largest 3,000 U.S. publicly traded companies based on market capitalization, representing a substantial portion of the investable U.S. equity market.*
16. *The Russell 1000® Growth Index measures the performance of the large-cap growth segment of the U.S. equity universe. It includes those Russell 1000® Index companies with higher price-to-book ratios and higher forecasted growth values.*
17. *The Russell Midcap® Value Index measures the performance of the mid-cap value segment of the U.S. equity universe. It includes those Russell Midcap® Index companies with lower price-to-book ratios and lower forecasted growth values.*
18. *The Russell 2500™ measures the performance of the small to mid-cap segment of the U.S. equity universe, commonly referred to as "smid" cap. The Russell 2500™ Index is a subset of the Russell 3000® Index, and includes approximately 2,500 of the smallest securities in the Russell 3000® Index, based on a combination of their market capitalization and current index membership.*
19. *The Russell Midcap® Growth Index measures the performance of the mid-cap growth segment of the U.S. equity universe. It includes those Russell Midcap® Index companies with higher price-to-book ratios and higher forecasted growth values.*
20. *The Russell 2000® Value Index measures the performance of those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values.*
21. *The Russell 2000® Index measures the performance of the small-cap segment of the U.S. equity universe. The Russell 2000® Index is a subset of the Russell 3000® Index, and includes approximately 2,000 of the smallest securities based on a combination of their market cap and current index membership.*
22. *The Russell 2000® Growth Index measures the performance of those Russell 2000® companies with higher price-to-book ratios and higher forecasted growth values.*
23. *The MSCI Europe Australasia Far East (EAFE) Index (Net) is a free float-adjusted market capitalization index of equity securities that is designed to measure the equity market performance of developed markets, excluding the U.S. and Canada. The net version of this index reinvests dividends after the deduction of withholding taxes, using a tax rate applicable to non-resident institutional investors who do not benefit from double taxation treaties.*
24. *The MSCI Emerging Markets Index (Net) is a free float-adjusted market capitalization index of equity securities that is designed to measure the equity market performance of emerging markets. The net version of this index reinvests dividends after the deduction of withholding taxes, using a tax rate applicable to non-resident institutional investors who do not benefit from double taxation treaties.*
25. *The FTSE NAREIT Equity REIT Index is an index of publicly traded REITs that own commercial property.*

## Fees and Expenses

The fees and expenses table below discloses total annual operating expenses for the plan's investment options as well as any shareholder-type fees or trading restrictions. The total annual operating expenses of these investment options reduce their rate of return.

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

### FEES AND EXPENSES AS OF 06/30/2022

Investment Option	Type of Option	Gross Expense Ratio	Net Expense Ratio	Total Annual Operating Expense (per \$1000)	Other fees or restrictions
<b>STABLE VALUE/CASH MANAGEMENT</b>					
MissionSquare PLUS Fund R5 <sup>A, B, C, D, E</sup>	Stable Value	0.77%	0.77%	\$7.70	90 day equity wash
MSQ Cash Management Fund R5 <sup>B, C, D, F, G, II</sup>	Cash Management	0.45%	0.43%	\$4.30	
<b>BOND</b>					
MissionSquare Core Bond Index Fund R5 <sup>B, C, D, E, H</sup>	Intermediate-Term Bond	0.20%	0.20%	\$2.00	
MSQ Western Asset Core Plus Bond Fund R5 <sup>B, C, D, G, H, II</sup>	Intermediate-Term Bond	0.52%	0.45%	\$4.50	
MissionSquare Inflation Focused Fund R5 <sup>B, C, D, E, H</sup>	Inflation-Protected Bond	0.60%	0.60%	\$6.00	
MSQ PIMCO High Yield Fund R5 <sup>B, C, D, G, H, I</sup>	High Yield Bond	0.81%	0.81%	\$8.10	
<b>GUARANTEED LIFETIME INCOME</b>					
MissionSquare Retirement Income Advantage Fund R5 <sup>B, C, D, J, K</sup>	Guaranteed Income	1.67%	1.67%	\$16.70	Any \$ / 90 days
<b>BALANCED/ASSET ALLOCATION</b>					
MissionSquare Retirement Target Income Fund R5 <sup>B, C, D, II, L, M</sup>	Target-Date Retirement	0.71%	0.66%	\$6.60	
MissionSquare Retirement Target 2015 Fund R5 <sup>B, C, D, II, L, M</sup>	Target-Date 2015	0.72%	0.70%	\$7.00	
MissionSquare Retirement Target 2020 Fund R5 <sup>B, C, D, L, M</sup>	Target-Date 2020	0.72%	0.72%	\$7.20	
MissionSquare Retirement Target 2025 Fund R5 <sup>B, C, D, II, L, M</sup>	Target-Date 2025	0.76%	0.74%	\$7.40	
MissionSquare Retirement Target 2030 Fund R5 <sup>B, C, D, II, L, M</sup>	Target-Date 2030	0.77%	0.76%	\$7.60	
MissionSquare Retirement Target 2035 Fund R5 <sup>B, C, D, L, M</sup>	Target-Date 2035	0.77%	0.77%	\$7.70	
MissionSquare Retirement Target 2040 Fund R5 <sup>B, C, D, L, M</sup>	Target-Date 2040	0.79%	0.79%	\$7.90	

MissionSquare Retirement Target 2045 Fund R5 <sup>B, C, D, L, M</sup>	Target-Date 2045	0.79%	0.79%	\$7.90	
MissionSquare Retirement Target 2050 Fund R5 <sup>B, C, D, II, L, M</sup>	Target-Date 2050	0.80%	0.79%	\$7.90	
MissionSquare Retirement Target 2055 Fund R5 <sup>B, C, D, II, L, M, N</sup>	Target-Date 2055	0.81%	0.79%	\$7.90	
MissionSquare Retirement Target 2060 Fund R5 <sup>B, C, D, II, L, M</sup>	Target-Date 2060	0.88%	0.79%	\$7.90	
MissionSquare Model Portfolio Conservative Growth Fund R5 <sup>B, C, D, E</sup>	Allocation--30% to 50% Equity	0.75%	0.75%	\$7.50	
MissionSquare Model Portfolio Traditional Growth Fund R5 <sup>B, C, D, E</sup>	Allocation--50% to 70% Equity	0.76%	0.76%	\$7.60	
MissionSquare Model Portfolio Long-Term Growth Fund R5 <sup>B, C, D, E</sup>	Allocation--70% to 85% Equity	0.77%	0.77%	\$7.70	
MissionSquare Model Portfolio Global Equity Growth Fund R5 <sup>B, C, D, E, O</sup>	Global Large Stock	0.79%	0.79%	\$7.90	
MSQ Puritan® Fund R5 <sup>B, C, D, G, P</sup>	Allocation--50% to 70% Equity	0.51%	0.51%	\$5.10	
<b>U.S. STOCK</b>					
MissionSquare Equity Income Fund R5 <sup>B, C, D, E, Q</sup>	Large Value	0.74%	0.74%	\$7.40	
MSQ MFS® Value Fund R5 <sup>B, C, D, G, Q</sup>	Large Value	0.55%	0.55%	\$5.50	
MSQ BlackRock Equity Dividend Fund R5 <sup>B, C, D, Q, R</sup>	Large Value	0.71%	0.71%	\$7.10	
MissionSquare 500 Stock Index Fund R5 <sup>B, C, D, E</sup>	Large Blend	0.19%	0.19%	\$1.90	
MissionSquare Broad Market Index Fund R5 <sup>B, C, D, E</sup>	Large Blend	0.19%	0.19%	\$1.90	
MissionSquare Growth & Income Fund R5 <sup>B, C, D, E</sup>	Large Blend	0.59%	0.59%	\$5.90	
MSQ Parnassus Core Equity Fund R5 <sup>B, C, D, G</sup>	Large Blend	0.82%	0.82%	\$8.20	
MSQ Invesco Main Street Fund R5 <sup>B, C, D, G</sup>	Large Blend	0.59%	0.59%	\$5.90	
MissionSquare Growth Fund R5 <sup>B, C, D, E, Q</sup>	Large Growth	0.77%	0.77%	\$7.70	
MSQ Contrafund® R5 <sup>B, C, D, G, P, Q</sup>	Large Growth	0.81%	0.81%	\$8.10	
MSQ T Rowe Price® Growth Stock Fund R5 <sup>B, C, D, G, Q, S</sup>	Large Growth	0.91%	0.91%	\$9.10	\$5000 / 30 days
MissionSquare Select Value Fund R5 <sup>B, C, D, E, Q, T</sup>	Mid-Cap Value	0.80%	0.80%	\$8.00	
MSQ Victory Sycamore Established Value Fund R5 <sup>B, C, D, G, Q, T</sup>	Mid-Cap Value	0.61%	0.61%	\$6.10	
MissionSquare Mid/Small Company Index Fund R5 <sup>B, C, D, E, U</sup>	Small Blend	0.20%	0.20%	\$2.00	
MissionSquare Aggressive Opportunities Fund R5 <sup>B, C, D, E, Q, T</sup>	Mid-Cap Growth	0.85%	0.85%	\$8.50	
MSQ AMG TimesSquare Mid Cap Growth Fund R5 <sup>B, C, D, G, Q, T</sup>	Mid-Cap Growth	1.18%	1.18%	\$11.80	

MSQ Carillon Eagle Mid Cap Growth Fund R5 <sup>B</sup> Mid-Cap Growth C, D, G, Q, T	0.73%	0.73%	\$7.30	
MSQ JPMorgan Small Cap Value Fund R5 <sup>B, C, D</sup> Small Value II, Q, R, U	1.01%	0.99%	\$9.90	
MissionSquare Small Cap Discovery Fund R5 <sup>B</sup> Small Blend C, D, U, V	0.81%	0.81%	\$8.10	
MSQ Invesco Discovery Fund R5 <sup>B, C, D, G, Q, U</sup> Small Growth	0.78%	0.78%	\$7.80	
<b>INTERNATIONAL/GLOBAL STOCK</b>				
MissionSquare International Fund R5 <sup>B, C, D, E, O</sup> Foreign Large Blend	0.96%	0.96%	\$9.60	Any \$ / 90 days
MissionSquare Overseas Equity Index Fund R5 <sup>B, C, D, E, O</sup> Foreign Large Blend	0.28%	0.28%	\$2.80	Any \$ / 90 days
MSQ Diversified International Fund R5 <sup>B, C, D, G, O</sup> Foreign Large Growth Q	0.85%	0.85%	\$8.50	
MissionSquare Emerging Markets Fund R5 <sup>B, C</sup> Diversified Emerging Mkts D, E, N, O	1.04%	1.04%	\$10.40	Any \$ / 90 days
<b>SPECIALTY</b>				
MSQ Cohen & Steers Realty Shares Fund R5 <sup>B</sup> Real Estate C, D, II, R, W	0.93%	0.88%	\$8.80	

- i. *Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds or underlying funds are monitored for frequent trading. Certain funds or underlying funds may impose fees or restrictions to deter frequent trading. Current information about these fees or restrictions can be found in a fund's or underlying fund's prospectus or disclosure materials, and is available when you log in at [www.icmarc.org](http://www.icmarc.org) or by calling 800-669-7400. You can obtain information about MissionSquare Retirement's Frequent Trading Policy at [www.icmarc.org/frequenttrading](http://www.icmarc.org/frequenttrading).*
- A. *MissionSquare Retirement and your employer may negotiate a different fund management or service fee for your Plan that would lower the total expense ratio. The performance and total expense ratio shown do not reflect any such alternative fee arrangements.*
- B. *Before investing in the Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.*
- C. *The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of MissionSquare Retirement. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Funds Disclosure Memorandum, which is available when plan administration clients log in at [www.icmarc.org](http://www.icmarc.org), at [www.investments.missionsq.org](http://www.investments.missionsq.org) for institutions, or upon request by calling 800-669-7400.*
- D. *When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.*
- E. *Effective September 10, 2021, the Vantagepoint Funds are now known as the MissionSquare Funds.*

- F. *The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.*
- G. *Effective September 10, 2021, the VT Funds are now known as the MSQ Funds.*
- H. *A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.*
- I. *Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.*
- J. *Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor MissionSquare Retirement guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. MissionSquare Retirement provides recordkeeping services to your Plan and its affiliate is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate MissionSquare Retirement or its affiliates for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2022 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the MissionSquare Retirement IncomeAdvantage Fund must first receive and read the MissionSquare Retirement IncomeAdvantage Fund Important Considerations document, before investing.*
- K. *Effective September 10, 2021, the VT Retirement IncomeAdvantage Fund is now known as the MissionSquare Retirement IncomeAdvantage Fund.*
- L. *The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.*
- M. *Effective September 10, 2021, the Vantagepoint Milestone Fund Series are now known as the MissionSquare Retirement Target Funds.*
- N. *Performance information for this class prior to its inception date is the performance of the Fund adjusted to reflect the estimated fees and expenses of this class.*
- O. *Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.*
- P. *PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.*

- Q. *Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.*
- R. *Performance for this fund prior to its inception date is the performance of the underlying mutual fund adjusted to reflect the estimated fees and expenses of this fund and class.*
- S. *T. Rowe Price® is a registered trademark of T. Rowe Price Group, Inc. - all rights reserved.*
- T. *Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.*
- U. *Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.*
- V. *Effective September 10, 2021, the Vantagepoint Discovery Fund is now known as the MissionSquare Small Cap Discovery Fund.*
- W. *Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.*
- II. *Differences between the net and gross expense ratios of a fund are typically due to fee waivers, expense reimbursements, and/or expense limits.*

## Annuity Information

The table below focuses on the annuity options under the plan. Annuities are insurance contracts that provide a guaranteed stream of payments at regular intervals. Annuities are issued by insurance companies. Guarantees of an insurance company are subject to its long-term financial strength and claims-paying ability.

Investment                      MissionSquare Retirement IncomeAdvantage Fund R5

Website

Objectives / Goals            To seek both moderate capital growth and current income while providing a guaranteed lifetime income feature that protects retirement income against market downturns.

Pricing Factors                The Fund invests in a Separate Account under a group variable annuity contract issued by Prudential Retirement Insurance and Annuity Company (Prudential). The Fund allows you to receive a guaranteed minimum withdrawal benefit amount each year beginning when you lock in and lasting for the rest of your life. The income guarantees are provided by Prudential. Guarantees of Prudential are subject to its long-term financial strength and claims-paying ability. For more detailed information about the Fund and its guarantees, refer to the Fund's "Important Considerations" document.

Fees / Restrictions

### Total Annual Operating Fees and Expenses

Guarantee fee	1.00%
Services fee	0.34%
Investment management fee	0.05%
Other separate account fees and expenses	0.27%
Annual VantageTrust operating expenses	0.01%
Plan administration fee	0.00%
Gross Expenses	1.67%
Net Expenses	1.67%

If you choose to include the spousal benefit, the withdrawal rate used to determine your Lifetime Annual Withdrawal Amount ("LAWA") will be reduced by 0.50%.

You can choose to 'lock-in' and start taking annual guaranteed withdrawals at age 65 with the full annual benefit of 5% of your Income Base, at age 70 with an enhanced annual benefit of 5.75% of your Income Base, or as early as age 55 with a reduced annual benefit of 4.25% of your Income Base.

Excess withdrawals made during a withdrawal period will permanently reduce the LAWA available to you for subsequent withdrawal periods. If excess withdrawals reduce your Income Base to zero, Prudential is no longer obligated to make these withdrawals available to you.

If you transfer assets out of the MissionSquare Retirement IncomeAdvantage Fund prior to locking-in, you will not be eligible to transfer assets back into the Fund for a period of 90 days. After locking-in, only a transfer out of the Fund in excess of your LAWA will result in you being restricted from transferring assets back into the Fund for a period of 90 days. Additional information is available in the MissionSquare Retirement IncomeAdvantage Fund Important Considerations document.

## Glossary

Please refer to [\[link\]](#) for a glossary of investment and fee related terms.



# Agenda Item Executive Summary

Item Name      Bartlett Summer Fest      Committee  
                  Class D Liquor License Application      or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what fund      N/A

## EXECUTIVE SUMMARY

Attached for your consideration is an application from Ignite the Courage for a Class D Liquor License on August 12-13, 2022. The license will be used for their Bartlett Summer Fest event located at 620 Stearns Rd.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated July 1, 2022  
Liquor License Application  
Proof of Insurance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 12<sup>th</sup> -13<sup>th</sup>, 2022.

Staff:      Samuel Hughes, Senior Management Analyst      Date:      07/01/2022

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** July 1, 2022  
**Re:** Bartlett Summer Fest Class D liquor license application

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Ignite the Courage has applied for a Class D liquor license for their Bartlett Summer Fest event being held on August 12<sup>th</sup> -13<sup>th</sup>, 2022. The Class D liquor license allows for the retail sale of alcohol for a special event. Bartlett Summer Fest will be located at the Apple Orchard Park off Stearns Road.

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

## Motion

I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 12<sup>th</sup> -13<sup>th</sup>, 2022.



Village of Bartlett, IL

07/01/2022

**LQD-22-2**

Liquor License Class D

**Status:** Active**Date Created:** Jun 24, 2022**Applicant**

Nick McLeod  
 nmcleod@ignitethecourage.org  
 234 N. Oak Ave  
 Bartlett, IL 60103  
 8478456226

**Location**

620 W STEARNS RD  
 BARTLETT, IL 60103

**Owner:**

Bartlett Park District  
 696 W. Stearns Rd Bartlett, IL 60103

**Organization Information****Name of organization**

Ignite the Courage

**Mailing address of organization**

234 N. Oak Ave, Bartlett, IL 60103

**Organization Phone Number**

2243854572

**Is this event going to be held for more than one day?**

Yes

**Start Date of Event**

08/12/2022

**Last Date of Event**

08/13/2022

**Start time of event**

4 PM Friday, 11 AM Saturday

**End time of event**

10 PM both days

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

**HOURS OF OPERATION:**

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

**Description of area to be utilized for the special event**

Jim Jenson Pavilion

## AFFIDAVIT

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

**I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction**

Nicholas Philip McLeod

05/23/2022

**I hereby certify that as the applicant, I**  
am the president of the organization.

## Staff Use Only

### Type of Liquor License Issued

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## Attachments

 2022 Bartlett Summer Fest - Village of Bartlett.pdf

Uploaded by Nick McLeod on Jun 24, 2022 at 3:31 pm

 2022 Bartlett Summer Fest - Bartlett Park District.pdf

Uploaded by Nick McLeod on Jun 24, 2022 at 3:31 pm





# Agenda Item Executive Summary

Item Name: Intersection Lighting Installation at West Bartlett Rd and IL Rt 59  
Committee or Board: Board

## BUDGET IMPACT

Amount: \$35,530.00 Budgeted \$450,000.00

List what fund: MFT Fund

## EXECUTIVE SUMMARY

The Illinois Department of Transportation's intersection improvement project at IL Rt 59 and West Bartlett Rd is currently underway as utility relocations began this past spring. Alliance Contractors, Inc. out of Woodstock, IL was awarded the contract and the estimated construction completion date is February 2023.

Due to IDOT constraints, the installation of a complete lighting system could not be included in the contract work. IDOT contract work will include all underground items including conduit, pole foundations, and wiring. The Village of Bartlett is responsible for the purchase and installation of the light poles, luminaires, and safety devices. This breakdown is shown on the attached plan sheet, where "Installed by Others" refers to the Village of Bartlett.

Home Towne Electric, Inc. is the subcontractor responsible for installing the electrical items under the IDOT contract and is willing to also install the light poles for the Village within the same project timeframe. Attached is their quote for installation totaling \$35,530.

Staff recommends waiving the bidding process and accepting Home Towne Electric's installation quote of \$35,530.00.

## ATTACHMENTS (PLEASE LIST)

Memo  
Resolution  
Proposed Lighting Plan Sheet

## ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2022-\_\_\_-R, A RESOLUTION WAIVING BIDS FOR THE LIGHT POLE INSTALLATION WORK AND ACCEPTING QUOTE OF HOME TOWNE ELECTRIC, INC. FOR SAID WORK.

Staff: Nick Talerico, Civil Engineer

Date: 7/11/2022

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talerico, Civil Engineer  
**Subject:** **Intersection Lighting Installation at West Bartlett Rd and IL Rt 59**  
**Date:** July 11, 2022

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As part of the intersection improvement at West Bartlett Rd and IL Rt 59, a total of 23 street lights are to be installed at both the intersection and along the approaches. Due to IDOT constraints, the installation of a complete lighting system could not be included in the contract work and it is the responsibility of the Village to purchase the light poles and contract out their installation. Home Towne Electric Inc. is the sub-contractor that will be installing the underground infrastructure as part of the IDOT contract and has agreed to also install the Village purchased poles.

It is Staff's opinion that the most cost-effective and efficient way to have a complete lighting system installed is to be part of the same project. Home Towne Electric will have already mobilized their equipment to the site and will be working within the same lane closures already needed for the overall project. By waiving the bidding process and accepting Home Towne's quote for install, the Village can avoid incurring the costs of mobilization and traffic control.

It is the recommendation of the Staff to waive the bidding process and accept Home Towne Electric Inc's quote to install the Village light poles at West Bartlett Rd and IL Rt 59.

**MOTION**

**MOVE TO APPROVE RESOLUTION #2022- \_\_\_\_-R, A RESOLUTION WAIVING BIDS FOR THE LIGHT POLE INSTALLATION WORK AND ACCEPTING QUOTE OF HOME TOWNE ELECTRIC, INC. FOR SAID WORK.**

RESOLUTION 2022 - \_\_\_\_\_

**A RESOLUTION WAIVING BIDS FOR THE LIGHT POLE  
INSTALLATION WORK AND ACCEPTING QUOTE OF  
HOME TOWNE ELECTRIC, INC. FOR SAID WORK**

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**WHEREAS**, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) provides that when the expense of any work or other public improvement will exceed \$25,000 it shall be constructed by contract let to the lowest responsible bidder after advertising for bids in the manner prescribed by ordinance, except that any such contract may be entered by the municipality without advertising for bids if authorized by a vote of two-thirds of the trustees then holding office; and

**WHEREAS**, Section 1-8A-5E of the Bartlett Municipal Code similarly provides that contracts for any work or public improvement in excess of \$25,000 shall be let to the lowest responsible bidder after advertising for bids; provided, however, that any such contract may be entered without advertising for bids if authorized by a two-thirds vote of the Trustees then holding office, and that the Village Administrator shall make recommendations to the Board of Trustees with regard to any such bids, purchases and proposals and the waiver of bids as required; and

**WHEREAS**, pursuant to the terms of an Intergovernmental and Cost Sharing Agreement between the Village and IDOT for the West Bartlett Road and IL. Rt. 59 Intersection Improvements Project (the "IDOT WB Rd/59 Intersection Improvements Project"), the Village is responsible to purchase light poles, luminaries, safety devices and miscellaneous electrical components for 23 light poles, at that intersection and along the approaches (the "Light Poles and Lighting Equipment"), and is responsible for the installation of said light poles (the "Light Pole Installation Work"); and

**WHEREAS**, Home Towne Electric, Inc. is the electrical subcontractor of Alliance Contractors, Inc., the general contractor awarded the IDOT WB Rd/59 Intersection Improvement Project, and Home Towne Electric, Inc. is responsible for installing the underground electrical infrastructure for the Project and will have mobilized equipment and forces working within the same lane closures needed for the overall Project, and is willing to perform the Light Pole Installation Work within the same Project time frame at a cost of \$35,530 as set forth in its price quote attached as Exhibit A (the "Home Towne Electric Installation Quote"); and

**WHEREAS**, Gexpro is a nationwide electrical supply warehouse with locations in Schaumburg and Naperville, Illinois that supplies IDOT approved electrical equipment and materials to electrical contractors and subcontractors in the Chicagoland area, including to Home Towne Electric, Inc., and Gexpro has submitted two quotes to the Village for the Light Poles and Lighting Equipment attached hereto as Exhibits B and C,

which combined total \$196,176.14 (collectively, the "Gexpro Pole and Electrical Equipment Quotes"); and

**WHEREAS**, with current supply chain issues and lead times for light poles and luminaries meeting IDOT specifications, it is in the Village's interest to approve the Gexpro Quotes and order the Light Poles and Lighting Equipment as soon as possible so that it becomes possible that the Light Poles and Lighting Equipment arrive early enough to be installed by Home Towne Electric, Inc. while its equipment and forces are mobilized and are performing the IDOT WB Rd/59 Intersection Improvements; and

**WHEREAS**, based on the foregoing, the Village Administrator has recommended to the Board of Trustees to approve of the Home Towne Electric Installation Quote (Exhibit A) for the Light Pole Installation Work, and the Gexpro Pole and Electric Equipment Quotes (Exhibits B and C), without advertising for bids;

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

**SECTION ONE:** The Quote from Home Towne Electric, Inc. to perform the Light Pole Installation Work, a copy of which is attached hereto as Exhibit A is hereby approved, and provided this Resolution, and the Resolution Waiving Bids for the Purchase of Light Poles and Electrical Equipment of even date herewith are each passed by a vote of not less than four of the six Village Trustees now holding office, the Village Administrator is authorized and directed to accept and execute the Home Towne Electric Installation Quote on behalf of the Village at a cost not to exceed \$35,530.00.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 19, 2022

APPROVED: July 19, 2022

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on July 19, 2022, and approved on July 19, 2022, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**PROPOSAL**

**EXHIBIT A**



**HOME  
TOWNE  
ELECTRIC, INC.**

**PO Box 863 Lake Villa, IL 60046**

07/11/22

**Project:** Bartlett Light Pole Installation

**CONTACT:** DAN GREEN

**Estimate #:** R8632

**PHONE #:** 847-223-2800

**Bid Date:** 6/10/2022

**FAX #:** 847-223-7577

**Addendum:** -

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

**Total Base Bid: 35,530.00**

Pay Item	Description	Unit	Quantity	Unit Price	Total
	LIGHT POLE ALUMINUM 47.5' MH 15' ARM	EACH	19.00	770.00	14,630.00
	LIGHT POLE ALUMINUM 47.5' MH 2-15' ARM	EACH	4.00	990.00	3,960.00
	BREAKAWAY BASE	EACH	23.00	220.00	5,060.00
	GE LUMINAIRE RDWY OUTPUT DES H	EACH	27.00	220.00	5,940.00
	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	27.00	220.00	5,940.00
<b>Total Bid:</b>					<b>35,530.00</b>

Our bid is conditioned on the execution of a mutually acceptable contract, including a reasonable amount of input into your schedule for completion of our items.

This proposal only includes the installation of the above materials. All materials to be purchased by the Village of Bartlett.

All material is to be delivered to our yard at the following address  
23363 W. Wall St Lake Villa, IL 60046

**EXHIBIT A**

**EXCLUSIONS:**

- **Utility exploration under pavement. (IE: pot-holing to expose underground utilities)**
- Layout
- Landscaping/Restoration
- Rock Excavation
- Spoil Removal
- Clearing and Grubbing
- Hazardous Waste Handling, Removal, or Testing
- Maintenance or Replacement of Irrigation Systems
- Traffic Control & Protection, and Lane Closures
- Concrete and Asphalt & Removal and/or Replacement (I.e. curbs, sidewalk, pavement, etc.)
- Payment/performance Bonds
- Permit Fees
- Utility Charges (Including service connection costs)
- Railroad Permits
- Railroad Protective Liability Insurance
- Sales Tax
- Temporary Lighting, Traffic Signals, or Temporary Electrical services **other than those on Bid Plans**

**TERMS AND CONDITIONS:** We hereby propose to furnish labor, material and equipment in accordance with the above specifications. Progress payments for 90% of the amount of work completed to be made every 30 days with full payment due upon completion. A 1 1/2% finance charge will be added to unpaid balance after 30 days. Purchaser further agrees by acceptance of this proposal to reimburse any court costs and legal fees necessary for the collection of money due. Any alterations or deviations from the above specifications will become an extra charge over and above the contract.

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature



Expiration Date: 07/27/22

### Quotation

**TO:**  
 MISC CUSTOMER  
 145 PLYMOUTH ST  
 MANSFIELD, MA 02048-2093

**Project Info:**  
 Project: 62D30 133 - Inters imprv IL59 W Bartlett Rd  
 Job #: #LI-042522-532592  
 Bid Date: 06/27/22  
 Bid Time: 03:00 PM EDT  
 Quoter: Amanda Smeets

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	19	ERM	VALMONT:LIGHT POLE, ALUMINUM, 47.5 FT. M.H. 15 FT. MAST ARM FINISH: SATIN	Unit	6,430.696/EA	122,183.22
	4	ERM	VALMONT LIGHT POLE, ALUMINUM, 47.5 FT. M.H. 2-15 FT. MAST ARMS FINISH: SATIN	Unit	6,836.576/EA	27,346.30
	23	ERM	VALMONT T-BASE 9"	Unit	756.160/EA	17,391.68
	27	ERM	GE:LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION H	Unit	715.016/EA	19,305.43
	27	ERM	Luminaire Safety Cable Assembly	Unit	85.000/EA	2,295.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Sellers manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Sellers reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as frustration or impossibility. Sellers Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the

**From:**  
 GEXPRO 7265 NAPERVILLE  
 SALES PHONE 630-718-6500  
 2235 CORPORATE LANE  
 NAPERVILLE, IL 60563-1526  
 Printed By: Amanda Smeets

**Notes**



Project: 62D30 133 - Inters imprv IL59 W  
Expiration 07/27/22

### Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
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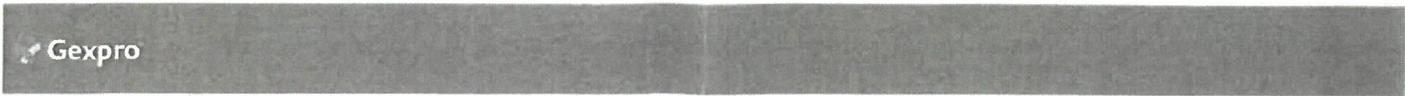
most current version of Sellers Standard Terms and Conditions of Sale is available at  
<https://www.rexelusainc.com/terms/terms.html>  
Full phone support at (888) 739-3577

**From:**

GEXPRO 7265 NAPERVILLE  
SALES PHONE 630-718-6500  
2235 CORPORATE LANE  
NAPERVILLE, IL 60563-1526  
Printed By: Amanda Smeets

<b>Total</b>	<b>188,521.63</b>
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**Notes**



**Quote #894332**

Updated On: 04/27/2022

**Company Name:**  
HOMETOWNE ELECTRIC INC.

**Billing Address:**  
HOMETOWNE ELECTRIC INC. (686472)  
PO BOX 863  
LAKE VILLA, IL 60046-0863

**Created Date:**  
4/26/22

**Shipping Address:**  
35220 N IL ROUTE 83  
LAKE VILLA, IL 60046-9169 USA

**Shipping Method:**  
Store Truck

**FOB:**  
Destination

**Sales Person:**  
Joseph Porter  
Joseph.Porter@gexpro.com

**Branch:**  
Naperville Dc #7143  
6307186500

PRODUCTS	QTY	UNT PR / UOM	TOTALS
1.  <b>OMI 10 STR XLPE/USE BLACK CU</b>	2,500	\$0.49 <sup>867</sup> EA	\$1,246.68
2.  <b>OMI 10 STR XLPE/USE WHITE CU</b>	2,500	\$0.49 <sup>867</sup> EA	\$1,246.68
3.  <b>OMI 10 STR XLPE/USE GREEN CU</b>	2,500	\$0.49 <sup>867</sup> EA	\$1,246.68
4.  <b>HEY-AW-DRLC-A</b>   Item# 420436 EFSE HEY-AW-DRLC-A BUSS FUSEHOLDER MFR: Eaton/Bussmann Series	30	\$107.37 <sup>667</sup> EA	\$3,221.30
5.  <b>2A0660</b>   Item# 16748 INSULATOR, ONE END MFR: Eaton/Bussmann Series	60	\$1.77 <sup>920</sup> EA	\$106.75
6.  <b>KTK-R-10</b>   Item# 53121 Fuse, 10 Amp, Class CC, Fast-Acting, 13/32" x 1-1/2", 600V MFR: Eaton/Bussmann Series	60	\$8.52 <sup>227</sup> EA	\$511.34
7.  <b>YS6C</b>   Item# 81673 Compression ButtsplICE, Copper, 6 AWG, Long Barrel MFR: Burndy	30	\$2.50 <sup>267</sup> EA	\$75.08

**Entire Quote:**

Sub Total:	\$7,654.51
S/H:	\$0.00
Other Charges:	\$0.00
Tax:	Not Included

Total: \$7,654.51

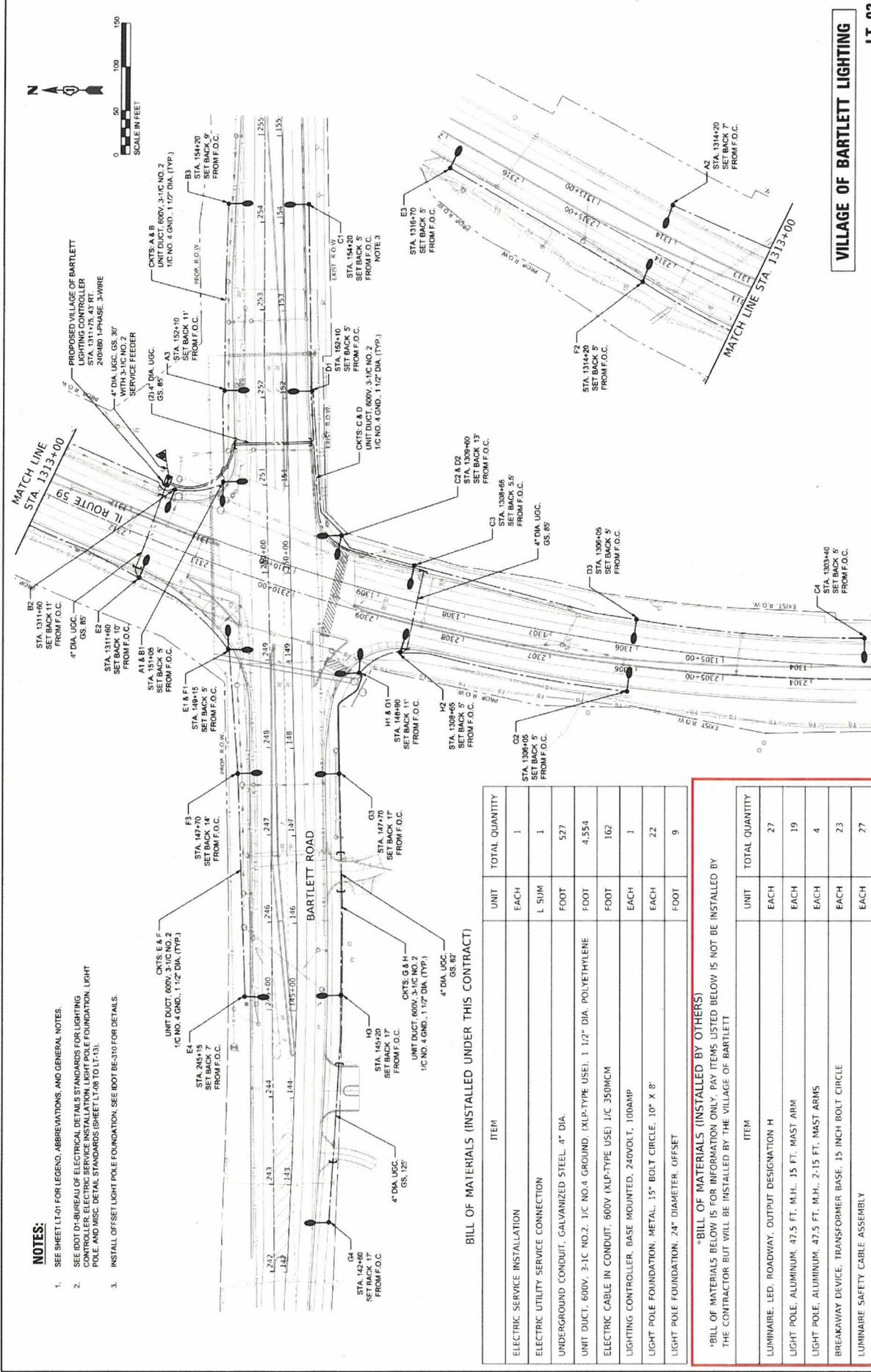
Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at: <https://www.rexelusainc.com/terms/terms.html>

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- NOTES:**
- SEE SHEET LT-01 FOR LEGEND, ABBREVIATIONS, AND GENERAL NOTES.
  - SEE DOT D-BUREAU OF ELECTRICAL DETAILS STANDARDS FOR LIGHTING CONTROLLER, ELECTRIC SERVICE INSTALLATION, LIGHT POLE FOUNDATION, LIGHT POLE AND MISC. DETAIL STANDARDS (SHEET LT-08 TO LT-13).
  - INSTALL OFFSET LIGHT POLE FOUNDATION. SEE DOT BE-310 FOR DETAILS.



**BILL OF MATERIALS (INSTALLED UNDER THIS CONTRACT)**

ITEM	UNIT	TOTAL QUANTITY
ELECTRIC SERVICE INSTALLATION	EACH	1
ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1
UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	527
UNIT DUCT, 600V, 3-1C NO.2, 1/2" NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	4,554
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C 350MCM	FOOT	162
LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP	EACH	1
LIGHT POLE FOUNDATION, METAL, 15" BOLT CIRCLE, 10" X 8"	EACH	22
LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	9

**\*BILL OF MATERIALS (INSTALLED BY OTHERS)**

\*BILL OF MATERIALS BELOW IS FOR INFORMATION ONLY. PAY ITEMS LISTED BELOW IS NOT BE INSTALLED BY THE CONTRACTOR BUT WILL BE INSTALLED BY THE VILLAGE OF BARTLETT

ITEM	UNIT	TOTAL QUANTITY
LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION H	EACH	27
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT. MAST ARM	EACH	19
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 2-15 FT. MAST ARMS	EACH	4
BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	23
LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	27

**SINGH**  
SINGH ENGINEERING & ARCHITECTURE, INC.

DESIGNED BY	GS	REVISION	
DRAWN BY	GS	REVISION	
CHECKED BY	PP/MS	REVISION	
DATE	12/10/2021	REVISION	

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

PROPOSED LIGHTING PLAN  
BARTLETT ROAD AT IL 59

SECTION	DATE	NO.	SHEET	NO.
1104-L-N	3/8	3	237	18
CONTRACT NO. 62D30				
DRAWN BY: GS				
CHECKED BY: PP/MS				
DATE: 12/10/2021				

**VILLAGE OF BARTLETT LIGHTING**

LT-02



# Agenda Item Executive Summary

Item Name: Light Pole Purchase for West Bartlett Rd and IL 59  
Committee or Board: Board

## BUDGET IMPACT

Amount: \$196,176.14 Budgeted \$450,000.00

List what fund: MFT Fund

## EXECUTIVE SUMMARY

The Illinois Department of Transportation's intersection improvement project at IL Rt 59 and West Bartlett Rd is currently underway as utility relocations began this past spring. Alliance Contractors, Inc. out of Woodstock, IL was awarded the contract and the estimated construction completion date is February 2023.

Due to IDOT constraints, the installation of a complete lighting system could not be included in the contract work. IDOT contract work will include all underground items including conduit, pole foundations, and wiring. The Village of Bartlett is responsible for the purchase and installation of the light poles, luminaires, and safety devices. This breakdown is shown on the attached plan sheet, where "Installed by Others" refers to the Village of Bartlett.

Attached is a quote from Gexpro totaling \$196,176.14 for all the materials the Village is responsible for purchasing. Gexpro is a wholesale electrical warehouse that supplies IDOT approved lighting and traffic signal materials to contractors throughout the Chicagoland area.

Staff recommends waiving the bidding process for these materials and accepting Gexpro's quote of \$196,176.14.

## ATTACHMENTS (PLEASE LIST)

Memo  
Resolution  
Proposed Lighting Plan Sheet

## ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION WAIVING BIDS FOR THE PURCHASE OF LIGHT POLES AND ELECTRICAL EQUIPMENT AND ACCEPTING THE QUOTES THEREFOR FROM GEXPRO.

Staff: Nick Talerico, Civil Engineer

Date: 7/11/2022

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talerico, Civil Engineer  
**Subject:** Light Pole Purchase for West Bartlett Rd and IL Rt 59  
**Date:** July 11, 2022

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As part of the intersection improvement at West Bartlett Rd and IL Rt 59, a total of 23 street lights are to be installed at both the intersection and along the approaches. Due to IDOT constraints, the installation of a complete lighting system could not be included in the contract work and it is the responsibility of the Village to purchase the light poles and contract out their installation. With the current lead times for light poles, the sooner an order can be placed the better chance the poles will arrive to be installed by the IDOT contract completion date.

The Village requested a quote from Gexpro that would include all the IDOT approved lighting materials needed. The attached quote is broken into two parts. The larger sum totaling \$188,521.63 is for the light poles, luminaires, and safety devices. The smaller sum of \$7,654.51 is for miscellaneous electrical components needed for the electrical connections.

Gexpro is a nationwide electrical supply warehouse with locations in both Schaumburg and Naperville. Gexpro supplies IDOT approved electrical materials to contractors all around the Chicagoland area, including Home Towne Electric Inc. who is the electrical sub-contractor on the W Bartlett Rd and IL Rt 59 intersection improvement project.

It is the recommendation of the Staff to waive the bidding process and accept Gexpro's quote to purchase the Village light poles at West Bartlett Rd and IL Rt 59.

**MOTION**

**MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION WAIVING BIDS FOR THE PURCHASE OF LIGHT POLES AND ELECTRICAL EQUIPMENT AND ACCEPTING THE QUOTES THEREFOR FROM GEXPRO.**

RESOLUTION 2022 - \_\_\_\_\_

**A RESOLUTION WAIVING BIDS FOR THE PURCHASE OF LIGHT  
POLES AND ELECTRICAL EQUIPMENT AND ACCEPTING  
THE QUOTES THEREFOR FROM GEXPRO**

---

**WHEREAS**, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) provides that when the expense of any work or other public improvement will exceed \$25,000 it shall be constructed by contract let to the lowest responsible bidder after advertising for bids in the manner prescribed by ordinance, except that any such contract may be entered by the municipality without advertising for bids if authorized by a vote of two-thirds of the trustees then holding office; and

**WHEREAS**, Section 1-8A-5E of the Bartlett Municipal Code similarly provides that contracts for any work or public improvement in excess of \$25,000 shall be let to the lowest responsible bidder after advertising for bids; provided, however, that any such contract may be entered without advertising for bids if authorized by a two-thirds vote of the Trustees then holding office, and that the Village Administrator shall make recommendations to the Board of Trustees with regard to any such bids, purchases and proposals and the waiver of bids as required; and

**WHEREAS**, pursuant to the terms of an Intergovernmental and Cost Sharing Agreement between the Village and IDOT for the West Bartlett Road and IL. Rt. 59 Intersection Improvements Project (the "IDOT WB Rd/59 Intersection Improvements Project"), the Village is responsible to purchase light poles, luminaries, safety devices and miscellaneous electrical components for 23 light poles, at that intersection and along the approaches (the "Light Poles and Lighting Equipment"), and is responsible for the installation of said light poles (the "Light Pole Installation Work"); and

**WHEREAS**, Home Towne Electric, Inc. is the electrical subcontractor of Alliance Contractors, Inc., the general contractor awarded the IDOT WB Rd/59 Intersection Improvement Project, and Home Towne Electric, Inc. is responsible for installing the underground electrical infrastructure for the Project and will have mobilized equipment and forces working within the same lane closures needed for the overall Project, and is willing to perform the Light Pole Installation Work within the same Project time frame at a cost of \$35,530 as set forth in its price quote attached as Exhibit A (the "Home Towne Electric Installation Quote"); and

**WHEREAS**, Gexpro is a nationwide electrical supply warehouse with locations in Schaumburg and Naperville, Illinois that supplies IDOT approved electrical equipment and materials to electrical contractors and subcontractors in the Chicagoland area, including to Home Towne Electric, Inc., and Gexpro has submitted two quotes to the Village for the Light Poles and Lighting Equipment attached hereto as Exhibits B and C,

which combined total \$196,176.14 (collectively, the "Gexpro Pole and Electrical Equipment Quotes"); and

**WHEREAS**, with current supply chain issues and lead times for light poles and luminaries meeting IDOT specifications, it is in the Village's interest to approve the Gexpro Quote and order the Light Poles and Lighting Equipment as soon as possible so that it becomes possible that the Light Poles and Lighting Equipment arrive early enough to be installed by Home Towne Electric, Inc. while its equipment and forces are mobilized and are performing the IDOT WB Rd/59 Intersection Improvements; and

**WHEREAS**, based on the foregoing, the Village Administrator has recommended to the Board of Trustees to approve of the Home Towne Electric Installation Quote (Exhibit A) for the Light Pole Installation Work, and the Gexpro Pole and Electric Equipment Quotes (Exhibits B and C), without advertising for bids;

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

**SECTION ONE:** The Quotes from Gexpro for the Light Poles and Lighting Equipment, copies of which are attached hereto as Exhibit B (\$188,521.63) and as Exhibit C (\$7,651.51) are hereby approved, and provided this Resolution and the Resolution Waiving Bids for the Light Pole Installation Work of even date herewith are each passed by a vote of not less than four of the six Village Trustees now holding office, the Village Administrator is authorized and directed to accept and execute the Gexpro Pole Electrical Equipment Quotes on behalf of the Village at a cost not to exceed \$196,173.14.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 19, 2022

APPROVED: July 19, 2022

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on July 19, 2022, and approved on July 19, 2022, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**PROPOSAL**

**EXHIBIT A**



**HOME  
TOWNE  
ELECTRIC, INC.**

**PO Box 863 Lake Villa, IL 60046**

07/11/22

**Project: Bartlett Light Pole Installation**

**CONTACT: DAN GREEN**

**Estimate #: R8632**

**PHONE #: 847-223-2800**

**Bid Date: 6/10/2022**

**FAX #: 847-223-7577**

**Addendum:**

**NOTE: This proposal may be withdrawn by us if not accepted within 30 days.**

**Total Base Bid: 35,530.00**

Pay Item	Description	Unit	Quantity	Unit Price	Total
	LIGHT POLE ALUMINUM 47.5' MH 15' ARM	EACH	19.00	770.00	14,630.00
	LIGHT POLE ALUMINUM 47.5' MH 2-15' ARM	EACH	4.00	990.00	3,960.00
	BREAKAWAY BASE	EACH	23.00	220.00	5,060.00
	GE LUMINAIRE RDWY OUTPUT DES H	EACH	27.00	220.00	5,940.00
	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	27.00	220.00	5,940.00
<b>Total Bid:</b>					<b>35,530.00</b>

**Our bid is conditioned on the execution of a mutually acceptable contract, including a reasonable amount of input into your schedule for completion of our items.**

**This proposal only includes the installation of the above materials. All materials to be purchased by the Village of Bartlett.**

**All material is to be delivered to our yard at the following address  
23363 W. Wall St Lake Villa, IL 60046**

**EXHIBIT A**

**EXCLUSIONS:**

- **Utility exploration under pavement. (IE: pot-holing to expose underground utilities)**
- Layout
- Landscaping/Restoration
- Rock Excavation
- Spoil Removal
- Clearing and Grubbing
- Hazardous Waste Handling, Removal, or Testing
- Maintenance or Replacement of Irrigation Systems
- Traffic Control & Protection, and Lane Closures
- Concrete and Asphalt & Removal and/or Replacement (I.e. curbs, sidewalk, pavement, etc.)
- Payment/performance Bonds
- Permit Fees
- Utility Charges (Including service connection costs)
- Railroad Permits
- Railroad Protective Liability Insurance
- Sales Tax
- Temporary Lighting, Traffic Signals, or Temporary Electrical services **other than those on Bid Plans**

**TERMS AND CONDITIONS:** We hereby propose to furnish labor, material and equipment in accordance with the above specifications. Progress payments for 90% of the amount of work completed to be made every 30 days with full payment due upon completion. A 1 1/2% finance charge will be added to unpaid balance after 30 days. Purchaser further agrees by acceptance of this proposal to reimburse any court costs and legal fees necessary for the collection of money due. Any alterations or deviations from the above specifications will become an extra charge over and above the contract.

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature



Expiration Date: 07/27/22

### Quotation

**TO:**  
 MISC CUSTOMER  
 145 PLYMOUTH ST  
 MANSFIELD, MA 02048-2093

**Project Info:**  
 Project: 62D30 133 - Inters imprv IL59 W Bartlett Rd  
 Job #: #LI-042522-532592  
 Bid Date: 06/27/22  
 Bid Time: 03:00 PM EDT  
 Quoter: Amanda Smeets

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	19	ERM	VALMONT:LIGHT POLE, ALUMINUM, 47.5 FT. M.H. 15 FT. MAST ARM FINISH: SATIN	Unit	6,430.696/EA	122,183.22
	4	ERM	VALMONT LIGHT POLE, ALUMINUM, 47.5 FT. M.H. 2-15 FT. MAST ARMS FINISH: SATIN	Unit	6,836.576/EA	27,346.30
	23	ERM	VALMONT T-BASE 9"	Unit	756.160/EA	17,391.68
	27	ERM	GE:LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION H	Unit	715.016/EA	19,305.43
	27	ERM	Luminaire Safety Cable Assembly	Unit	85.000/EA	2,295.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Sellers manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Sellers reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as frustration or impossibility. Sellers Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the

**From:**  
 GEXPRO 7265 NAPERVILLE  
 SALES PHONE 630-718-6500  
 2235 CORPORATE LANE  
 NAPERVILLE, IL 60563-1526  
 Printed By: Amanda Smeets

Notes



Project: 62D30 133 - Inters imprv IL59 W  
Expiration 07/27/22

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SALES PHONE 630-718-6500  
2235 CORPORATE LANE  
NAPERVILLE, IL 60563-1526  
Printed By: Amanda Smeets

<b>Total</b>	<b>188,521.63</b>
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Notes

**Quote #894332**

Updated On: 04/27/2022

**Company Name:**  
HOMETOWNE ELECTRIC INC.

**Billing Address:**  
HOMETOWNE ELECTRIC INC. (686472)  
PO BOX 863  
LAKE VILLA, IL 60046-0863

**Created Date:**  
4/26/22

**Shipping Address:**  
35220 N IL ROUTE 83  
LAKE VILLA, IL 60046-9169 USA

**Shipping Method:**  
Store Truck

**FOB:**  
Destination

**Sales Person:**  
Joseph Porter  
Joseph.Porter@gexpro.com

**Branch:**  
Naperville Dc #7143  
6307186500

**PRODUCTS**

		<b>QTY</b>	<b>UNT PR / UOM</b>	<b>TOTALS</b>
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3.	 <b>OMI 10 STR XLPE/USE GREEN CU</b>	2,500	\$0.49 <sup>867</sup> EA	\$1,246.68
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5.	 <b>2A0660</b>   Item# 16748 INSULATOR, ONE END MFR: Eaton/Bussmann Series	60	\$1.77 <sup>920</sup> EA	\$106.75
6.	 <b>KTK-R-10</b>   Item# 53121 Fuse, 10 Amp, Class CC, Fast-Acting, 13/32" x 1-1/2", 600V MFR: Eaton/Bussmann Series	60	\$8.52 <sup>227</sup> EA	\$511.34
7.	 <b>YS6C</b>   Item# 81673 Compression Buttsplce, Copper, 6 AWG, Long Barrel MFR: Burndy	30	\$2.50 <sup>267</sup> EA	\$75.08

**Entire Quote:**

Sub Total:	\$7,654.51
S/H:	\$0.00
Other Charges:	\$0.00
Tax:	Not Included

Total: **\$7,654.51**

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

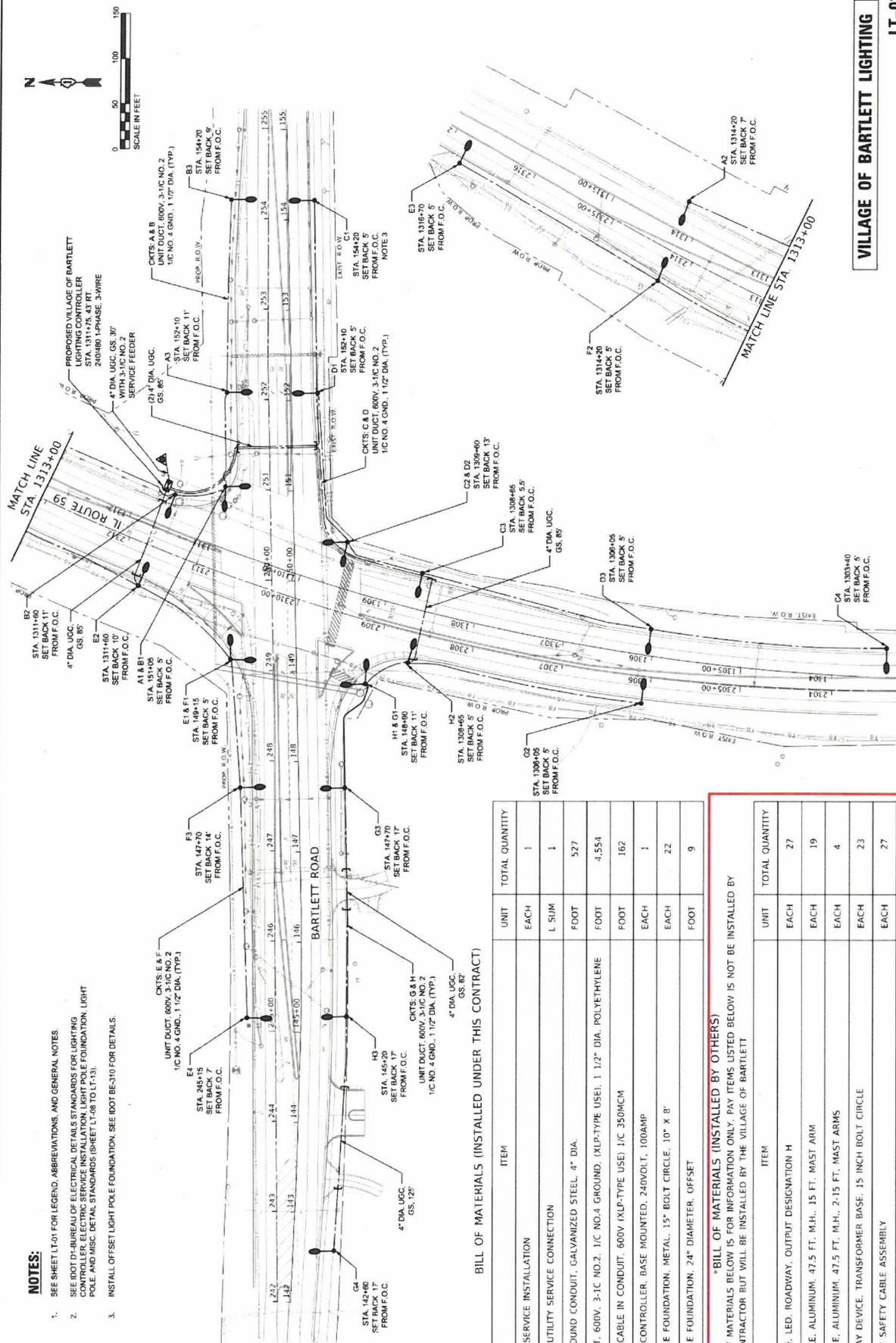
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1. SEE SHEET LT-01 FOR LEGEND, ABBREVIATIONS, AND GENERAL NOTES.
2. SEE DOT D-1 BUREAU OF ELECTRICAL DETAILS STANDARDS FOR LIGHTING CONTROLLER, ELECTRIC SERVICE INSTALLATION, LIGHT POLE FOUNDATION, LIGHT POLE, AND MISC. DETAIL STANDARDS (SHEET L-108 TO L-115).
3. INSTALL OFFSET LIGHT POLE FOUNDATION, SEE DOT BE-310 FOR DETAILS.



**BILL OF MATERIALS (INSTALLED UNDER THIS CONTRACT)**

ITEM	UNIT	TOTAL QUANTITY
ELECTRIC SERVICE INSTALLATION	EACH	1
ELECTRIC UTILITY SERVICE CONNECTION	L 50M	1
UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	527
UNIT DUCT, 600V, 3-1/2" NO. 2, 1/2" DIA. (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	4,554
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2" 350MCM	FOOT	162
LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP	EACH	1
LIGHT POLE FOUNDATION, METAL, 15" BOLT CIRCLE, 10" X 8"	EACH	22
LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	9

**\*BILL OF MATERIALS (INSTALLED BY OTHERS)**

\*BILL OF MATERIALS BELOW IS FOR INFORMATION ONLY. PAY ITEMS LISTED BELOW IS NOT TO BE INSTALLED BY THE CONTRACTOR BUT WILL BE INSTALLED BY THE VILLAGE OF BARTLETT

ITEM	UNIT	TOTAL QUANTITY
LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION H	EACH	27
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT. MAST ARM	EACH	19
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 2-15 FT. MAST ARMS	EACH	4
BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	23
LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	27

**SINGH**  
CONSULTING ENGINEERS

DESIGNED - GS	REVISED -
DRAWN - GS	REVISED -
CHECKED - RPP	REVISED -
DATE - 12/10/2021	REVISED -

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

PROPOSED LIGHTING PLAN  
BARTLETT ROAD AT IL 59

F.A.P. SITE 208	SECTION 1100-15	COUNTY COOK	TOTAL SHEETS 237
SCALE: 1"=50'			CONTRACT NO. 62D30
SHEET 1 OF 1 SHEETS			CONTRACT NO. 62D30

**VILLAGE OF BARTLETT LIGHTING**

LT-02