

VILLAGE OF BARTLETT
BOARD AGENDA
OCTOBER 3, 2023
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 & Committee Minutes September 19, 2023

*7. BILL LIST: October 3, 2023

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT:

- A. Proclamation in Recognition of Police Pension Board Member Michael Poremba
- B. Arts DuPage Proclamation
- C. Proclamation for the 150th Anniversary of Bartlett Depot

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. None

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Issa's Venezuelan Food Restaurant BEDA Application

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Halloween Funfest 2.0 and Parade Permit Request

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving an Agreement Between the Village of Bartlett and the International Union of Operating Engineers, Local 150 Public Employees Division
- *2. Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Christopher B. Burke Engineering Ltd.
- *3. Resolution Approving of the Non-Exclusive License Agreement Between the Village of Bartlett and New Cingular Wireless PCS, LLC

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
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1. CALL TO ORDER

President Wallace called the regular meeting of September 19, 2023 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, Suwanski and President Wallace

ABSENT: Trustee LaPorte

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak; Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giless.

3. INVOCATION – Reverend Andrew Weiss from Faith World Outreach Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Gandsey stated that she would like to add Item 12.B.1. Boss's Signature Restaurant BEDA application 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



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matters being voted upon. He then stated that he would entertain a motion to Amend the Consent Agenda, and the items designated to be approved by Consent therein.

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

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

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Suwanski
NAYS: None
ABSENT: Trustee LaPorte
MOTION CARRIED

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

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

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Suwanski
NAYS: None
ABSENT: Trustee LaPorte
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

Finance Director Todd Dowden stated that the Treasurer's Report for the month of July is included in the packet. Also included is the sales tax report and they received \$323,030 that was up \$19,973 or 6% from the prior year. MFT tax, they received \$146,693 that was up \$6,077 from the previous year or 4%.

In regard to the Local Government Distributive Fund (LGDF), they received just over \$2,000,000 for the first three months of the year based on the current rate of 6.16 %. If it would have been at the full 10%, they would have received \$3.3 million and are therefore short about \$1.2 million on the distributions.



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9. PRESIDENT'S REPORT

President Wallace announced the top three winners of the "Pump up the Art" hydrant painting contest.

He stated that this was the second year of the village's hydrant painting program, "*Pump up the Art*". As a part of this program, staff asked residents to apply to paint their hydrant, and were then approved given that it was within the parameters set by staff.

This year, staff approved 25 applications, with a mixture of residents, homeowner associations, businesses and other civic groups getting together to beautify every corner of our community.

The top 3 hydrants, voted on by residents on the village website, are as follows:

1st Place-Sunflower by Kathleen Bennett

2nd Place-Hawk Hollow in America 2 by Heidi Haffner

3rd Place-Tigger From Chippendale by Arissa Kramer

Congratulations to all of the winners and thank you to all of the individuals who participated in the program.

President Wallace read a proclamation remembering long-time resident and Bartlett Raiders co-founder George Werderich.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioner anniversaries.

Trustee Gunsteen asked for an update on the apartment building (Site E).

Planning and Development Director Kristy Stone stated that they have been working with the applicant to get some easement aggregated and recorded. ComEd has been a little bit difficult but they now have a plan going forward to get that taken care of very soon. They are hoping to get permits reviewed by the end of the month.



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Trustee Suwanski asked how many plots have been rented in the community garden for next spring.

Sr. Management Analyst Sam Hughes stated that they are at 19 and 3 of them are the above ground elevated plots. They have about 15 left – prices are \$35/resident and \$55/non-resident. The plots are 4X12.

11. TOWN HALL

Steve Provanzano, Castle Creek Rental Property

Mr. Provanzano stated that he has a rental property in Bartlett and his last two renters did not pay their water bills. He realized that he signed a form saying that the landlord is responsible for the water bill if their renter defaulted. One of his renters that did not pay and moved a block away got a new water account. It was explained to him that the village was not a collection agency. In another incident, his renter paid the minimum bill for six months with no shut off. They left a \$500 bill. He wondered if anything could be changed to assist landlords.

President Wallace stated that they would look into it and perhaps put restrictions on tenants that owe money.

Jan and Bruce Suffern, Banbury Fair, 316 Oakbrook Court

Ms. Suffern announced that they opened their business in 1983 and this is their 40th year in business. They are going to have an event at their store on the last four days of this month. She stated that over the years they have had a lot of obstacles in the way and the village and board has always been helpful to them. She thanked them for everything they have done to keep them in business.

President Wallace commended her on the ease of ordering personalized presents around the holidays.

Mr. Suffern stated that he also appreciated the village over the years and their patience. They are big supporters of the downtown and More Brewing, even though their plans called for parking challenges. He was recently informed that the village parking lot in front of Banbury Fair is scheduled to be torn up and inactive for upward of a month. At this time of the year, this is not a good thing for them. Part of the plan was to allocate 10 parking spaces by Metra for the displaced traffic. Since 25 spaces will be displaced, he was asking for 25 spaces instead of 10. More Brewing has such a volume of customers, his business is overwhelmed by it from a parking standpoint.



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Public Works Director, Dan Dinges stated that More Brewing cleaned up the lot from their construction debris and the contractor is getting ready for tree removal and construction. They will try to do the south portion as much as they can but there will be a point where Banbury's lot will have to get torn up. They will work with Bruce and try to get parking along the tracks with a 4-hour time period.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that a \$50,000 BEDA grant to the Boss's Signature was approved under the Consent Agenda.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

In the absence of Trustee LaPorte, President Wallace stated that Resolution 2023-93-R, a Resolution Supporting a Class 7B Real Estate Classification/Tax Incentive for Aldi, Inc. and Resolution 2023-94-R, a Resolution Approving of Disbursement Request for Payout No. 8 from the Subordinate Lies Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that the Octoberfest Class D Liquor License Request and Resolution 2023-95-R, a Resolution Making a Determination on Executive Session Minutes and Verbatim Recordings were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2023-96-R, a Resolution Approving of the Purchase of Natural Gas by the Village of Bartlett at a Price Not to Exceed \$0.48/Therm; Resolution 2023-97-R, a Resolution Approving of the Purchase of Electricity by the Village of Bartlett



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at a Price Not to Exceed \$0.43/kWh; Resolution 2023-98-R, a Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price Not to Exceed \$0.60/kWh; Resolution 2023-99-R, a Resolution Adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan; Resolution 2023-100-R, a Resolution Approving of the Munger Road Culvert Replacement Project Agreement Between the Village of Bartlett and Martam Construction, Inc.; Purchase of one (1) Utility Vehicle for Bartlett Hills Golf Course from Reinders, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace asked about the Merry and Bright event.

Trustee Gandsey stated that it will be merrier and brighter and will take place on December 1st.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There being no further business to discuss, Trustee Suwanski moved to adjourn the regular Board meeting and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee LaPorte

MOTION CARRIED

The meeting was adjourned at 7:22 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES September 19, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of September 19, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:23 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Suwanski, President Wallace

ABSENT: Chairman LaPorte

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN **Alan Horticulture Concept Plan**

Chairman Gunsteen presented the item.

Ms. Stone: The Blue Heron Business Park was annexed in 2003. As part of the development agreement, the property was divided into four development areas. Each development area has its own set of permitted uses. The properties along West Bartlett Road were designated for commercial use only. The applicant is now requesting to change development area one so that it extends south all the way to West Bartlett Road. This is directly across from the Bartlett Point West subdivision. Because this is a change from their approved development plan, and zoning allowances, we wanted the board to provide feedback before they go through the full development application process. Landscape yards are only permitted in industrial districts, so that use would be prohibited here in its current form.

President Wallace: I think we're probably talking about these nursery's, there's a few of them around here. Is this going to be like Platt Hill?

Ms. Stone: It will be more like what Siebert is where they do commercial landscape projects. The applicants are here.

President Wallace: Will it be open for retail customers to come in and buy mulch?

Ms. Stone: No, it's mainly a contractor's yard. They have most of their trucks stored there. They don't really have a lot of landscape product.

Chairman Hopkins: Do you see any issues with the site plan?



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Ms. Stone: Staff had some concerns regarding the materials that would be stored and whether there might be any odor issues, particularly if decomposing materials are involved, which could potentially affect nearby residents.

Chairman Hopkins: Have these concerns been addressed?

Ms. Stone: The applicants are present today. We have established standards, and they have indicated their willingness to adhere to them. However, there is currently no verification in place.

President Wallace: Have there been any other expressions of interest or plans for that site? It borders the IDNR property.

Ms. Stone: That's correct. Since 2003, we haven't received any applications for this property.

Chairman Suwanski: Should we expect an increase in truck traffic on West Bartlett Road?

Ms. Stone: The increased traffic would primarily consist of their landscape vehicles.

Chairman Deyne: Are there plans for business operations during the winter months?

Mr. Kelly: Hello, I'm Dean Kelly, the petitioner representing Abbott Land and Investment Corporation. I'm joined by Mr. Huber, the owner of Alan Horticulture, and the architect, Chuck Smith from Arete Design. They have completed several projects in Brewster Creek, which some of you may be familiar with. If you have specific questions about the operation, Mr. Huber can address them. As for the design aspects, Chuck can provide details. It's worth noting that this project is quite similar to Siebert, another commercial landscaping company. As you can see on the plan, material storage is located at the far north end of the site, well-buffered by the building and other landscaping elements. It is adjacent to the Traffic Control and Protection yard. The storage is relatively minimal and mainly consists of bins for mulch, occasional landscape stock, and a couple of areas with concrete pads for salt storage. Most of the yard space will be used for the trucks that will serve their clients. It's important to clarify that this isn't a constant flow of trucks in and out, as you might find in a truck terminal.

President Wallace: Where is the business currently located?

Mr. Kelly: I'll invite Mr. Huber to provide more information.

Mr. Huber: The business right now operates in Batavia at Fabian Parkway and Kirk Road. We also have a location in Hampshire, Illinois, as well as our corporate offices are in an office building in Warrenville, Illinois. We're essentially looking for Bartlett to become kind of a central hub for those locations to come together.

President Wallace: I think one of the trustees asked what about wintertime. What kind of activity would be expected in the winter?



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Mr. Huber: We do snow removal in the winter. We're a strict commercial landscape and snow removal company. We do a lot of HOA townhome complexes, a lot of our winter operations are direct report, we keep equipment on a lot of those sites. During winter, there will be some in and out in the yard when snow is active, but for the most part our equipment goes out in the morning and returns at night.

President Wallace: I think it's a good spot for a business like that, right next to the IDNR.

Chairman Deyne: I looked at the building that you have here and the number of trucks. I was concerned about the storage in the wintertime, which has been answered. I don't have an issue with this at all, I think it's a good plan. The other question I have is, if you get approval from the board, how long will it take you to construct this and move forward to start storing equipment? Would it be done by the spring?

Mr. Huber: Dean and my builders can answer that, but I believe we're looking at the third quarter of 2024.

Mr. Kelly: We're going to have to come back, go through the formal process, design the building, and get permits, so we probably won't be able to start until the spring.

Mr. Huber: Our intent would be to move it forward as soon as the weather breaks in spring.

Chairman Suwanski: The information you have here as far as trucks coming in and out, does that incorporate the consolidation of the other locations?

Mr. Huber: That's correct. We are designing the space to incorporate the other locations.

Chairman Hopkins: Approximately how many feet away from the nearest resident is it?

Ms. Stone: It's approximately 300 feet to the back of the house.

President Wallace: Is there a fence along that north side of West Bartlett or not?

Ms. Stone: There is a four-foot-tall fence.

Chairman Gunsteen: How tall is the fence that's going to encapsulate the yard?

Mr. Kelly: We will meet whatever the ordinance is, I think they're either six or eight feet.

Chairman Gunsteen: They are a landscaping company, so their landscaping should look nice.

Mr. Kelly: It will look fantastic.



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Chairman Gunsteen: I was happy to see that the building doesn't look like a block or a precast building and has windows in it. The facade on it has a little bit more of a commercial, not industrial look. It's set back from the street quite a bit, I like that as well.

Mr. Kelly: We may move that to the south and eliminate one of the rows of parking because he has a lot more parking than he probably needs. It will still meet the ordinance, but it will shift a little bit to the south.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN SUWANSKI **Issa's Venezuelan Food BEDA Application**

Chairman Gandsey introduced the item.

Juhan: Good evening, my name is Juhan, translating for Ms. Louisa Estrada and Mr. Carlos Escalona, they are the owners of Issa's Venezuela restaurant. We are here to answer any questions about the business.

President Wallace: How long has the restaurant been open in Hanover Park?

Juhan: One and a half years.

Chairman Suwanski: I've had your food and it's fantastic. Does our application need to be in Spanish from a liability point of view?

Village Attorney Asprooth: Not necessarily, if they are going to be signing off on it, the obligation is on them to make sure that they do their own due diligence and go through and read it and understand it. They would have their own interpreter, or their own legal counsel go through and be able to explain it to him in Spanish, so I don't see any liability on behalf of the village.

Chairman Gandsey: I've been in there once, it looks very nice. Do you plan on getting a liquor license or gaming?

Juhan: Well, they are trying to get the liquor license. They do not plan to have gaming.

The item was forwarded on to the next board meeting.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN SUWANSKI **Lake Street TIF Eligibility Report**

Chairman Gandsey introduced the item.

Mr. Brown: Good evening, I'm Lee Brown. I'm president of Teska Associates and we've been providing planning assistance to the village since 1982. This is an informational meeting. We're not asking you to take any action, we wanted to bring you up to date on the status of the eligibility and next steps. I know many of you are quite familiar with TIF, but I wanted to go over it briefly so that the public follows along and understands how this works. Tax Increment Financing is an



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economic development technique that allocates future property taxes from a designated area to pay for project improvements within that area. The project lasts for up to 23 years. The overall purpose is to eliminate or prevent blight through redevelopment, to promote economic development consistent with the comprehensive plan, and to enhance the villages tax base. We hope to create what's called a virtuous cycle. That is a cycle that starts in one point, builds on itself, and reacts repeatedly to increase the value of properties. It most often starts with public investment that encourages private investment. That private investment increases the value of property. That increased value property pays more taxes which are collected specifically to benefit only the properties within that tax increment district. As it goes around and round, we build more value, more vitality in the district, and we improve the overall value of the community as a whole.

This is a chart that explains over a period of time, with values increasing over time, the collection of value over a base that is determined in the year of the adoption of the district. Those increases in taxes that are paid because private investors invest in their property with new buildings or more uses, that increase in value, is collected and is available to use for eligible projects within the TIF district itself. The example here says that if the existing value of a property within a tax increment district was \$100,000 in equalized assessed value, and if there was an increase on that property, a massive construction and EAV increases \$1 million, the new EAV would be \$1.1 million. When the adoption of the district occurred, it would have been paying \$12,375 a year in taxes. If that \$1 million increase in value was to occur, you would see \$136,125 paid in taxes annually on that increase. Overall, the difference between what was paid in the beginning and annual basis would be \$123,000 in taxes available to make payments, to construct public improvements or to assist private developers improving their properties. The red line on the map is a boundary. The area includes a considerable portion of properties that are owned by the State of Illinois Department of Transportation that were collected at the time for an anticipated Elgin O'Hare Expressway and the connection or ramps to that expressway. It sits farmed, but not developed. It also includes a retail plaza at Oak Avenue and Lake Street. It includes two schools and includes additional access along Lake Street, including an undeveloped property that has been proposed at various times for development. It also includes a triangle right here that sits outside the village itself. it's unincorporated. Unless or until that were to be annexed, it can't be in the TIF district. One of the questions that we'll have some discussion on tonight is in terms of timing, whether or not the village should take the time to negotiate with those property owners to encourage them to annex to the community so that they could become part of the TIF district and benefit by the TIF district. Without that we would have to exclude them and potentially add them later.

Chairman Gandsey: We meet the eligibility, but how do you determine probability of success of a TIF?

Mr. Brown: History to begin with. There are 1,200 or so TIF districts in the state. They break into two general categories, those that are driven by a specific project that was brought to the community before the TIF was created, and those that were established to encourage redevelopment of individual properties. This is a situation where the eligibility is based in part, on physical conditions that exist on these properties or the lack of increases in value over time. It also includes properties that are just not the most attractive or have high vacancy. This is an entry area into the village that we think is very important for it to be enhanced to present the right character of the village itself. If there is no private reinvestment in property, we will not have dollars available to encourage development. Lake Street is doing quite well to your east. Properties are



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being redeveloped and economic development has occurred. Our properties in some cases are divided in ways that don't support common contemporary development. We would suggest that if we could assemble them into more rational sites, they might develop. The village would have the ability through the TIF district to encourage through financial assistance or public improvements, additional development on the sites.

One important thing, we will never encourage you to get too far in advance of the development itself. We're not going to suggest to you that you invest massively in public improvements that are not likely to encourage specific development. Many communities and Bartlett being one of them have often used what's known as the Pay-As-You-Go plan. This says we'll assist individual developers on properties that will increase their value and when the increment comes, it pays back our improvements, rather than massively invest in public improvements, utilities, etc, and incur debt and have to rely on future development to be paid off. Ultimately, we will be bringing to you a redevelopment plan. That plan states what the village would do to encourage development. It will list things that are required by the act, but fundamentally it will include the boundaries of the TIF district, the current equalized assessed value of properties, the anticipated equalized assessed value if development occurs, and we looked at our site-by-site basis what that might be, and the budget that would be available to make improvements.

We'll show you that at a later time, but the budget essentially creates a cap over which you can't exceed without going back to the public for approval. This process is specifically laid out very detailed in terms of its timing and the steps that need to be taken before it becomes available as a TIF district. Ultimately, the Village Board must make a finding that if it weren't for the TIF, development will not occur. That's the But-For Test. But for TIF, this will continue along the same pattern as it has been, and that is essentially, a loss of value and loss of activity. You have an initial report that we're calling a draft, and I'll explain why. We like to take this in at least two steps. The first step says, do we think it meets all the standards that the state has put in place for eligibility? We bring that to you and suggest that it does and encourage you to take the next step which is to establish that redevelopment plan. If it didn't meet the eligibility, we would say stop, don't go forward.

We have at least five (5) of the thirteen (13) characteristics that are examined. You need to document at least three (3) of the characteristics for it to be eligible. In this case, we've documented dilapidation, deterioration of physical improvements, excess of vacancy of properties, a lack of community planning, which is a technical term related to when your first comprehensive plan was put in place and whether these properties developed without that plan, and then ultimately the decline or relative decline in equalized assessed value. That one's important and part of the reason we're in draft mode is that Cook County has delayed the determination of the overall EAV for the village itself. It's doing that until it has said, December 1, 2023. When we look at the statutory requirements for this one characteristic decline or relative decline in EAV, we're allowed to look at five years in its past, for the value of the properties within the TIF district, compared to the village as a whole. Compared to consumer price index, in three (3) of the five (5) years you see an actual reduction in value or a relative reduction in value, and it's another eligibility characteristic. We've already shown the area is eligible, but we'd like to document all of these. Until December 1, 2023 when the overall EAV for the village is authorized, determined, and complete, we won't know what the final year is. In the chart it shows that the increase in value of the village between 2017 and 2018 was 1.74% compared to negative 1%, in



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the area that we're studying. Again in 2021, that area we're studying was an actual decline in EAV. The village increased at 4.7%.

The list of eligible project costs lets you create plans, study properties, and make sure that the intent for redevelopment can be followed in the future. It allows for financially buying or improving properties for public improvements, whether they be underground or on site. It allows for financial costs for other taxing jurisdictions to be recovered, and interest costs for the developer during the process of redeveloping a site. It's a bunch of different tools that are available to the village that are explained and projected and go along with a budget in that document.

Chairman Suwanski: In the year 2019, the percent change of EAV for the project area was a 36.23% increase and the village as a whole was only a 6% increase.

Mr. Brown: Properties in this area probably changed hands and therefore there was a reassessment of individual properties. It does not make the area ineligible just because that one year it didn't decline. Again, it was three out of the five most recent years to have that relative decrease. There is a detailed step by step requirement that the village will go through and that we will guide you through. The steps in the beginning or determination of eligibility and the determination of what the plan would say we would do. That is brought ultimately to the Joint Review Board, which is a body made up of all the other taxing bodies, including the village, to evaluate whether or not eligibility and the plan are consistent with the statute. They make a recommendation, then it goes to a public hearing. After the public hearing is closed, then you have a minimum of 14 days and not exceeding 90 days before you were able to adopt it. The reason for that many lines of steps is that every step of Notice, and public awareness and intervening public discussion of this, makes this a very transparent process that the public should be aware of before the day that you would vote on it. To wrap up, tax increment financing is not a tax. It does not lay on top of the existing properties, an additional tax. It is not a tax freeze, which is to say, an individual property owner within the taxing jurisdiction, if their value goes up, they will pay more taxes. This is not freezing anybody's tax. What it does is allocate where the increases over what's being paid right now, where those can be spent and how they can be spent. TIF uses public investment to leverage greater private investment. If we can't get private investment, this is not a success. This is not a tax system, by which you only make public improvements to benefit the public as a whole, it has to be used to increase value of property. Unlike other economic development tools, the tax rates are the same whether inside or outside of the TIF district. You will pay the same property taxes, whether you are inside the district or outside of the TIF district. An identical house on an identical property or an identical business is paying the same taxes. It's based on where the tax is and how the taxes are used, not how much is available.

Chairman Gandsey: Great. Thank you, Lee. Are there any other questions?

Chairman Suwanski: If we're over 15 years into this and the district is not developing the way we had anticipated, can we get out of this?

Mr. Brown: The statute says a maximum of 23 years. Many municipalities close the districts early when their debt or other responsibilities are paid for. If there are no projects and no encumbrances on the village to pay for improvements or anything like that, the statute actually



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says you have to close the district early. We only make this available for the 23 years with the anticipation that it takes time to collect the revenue that is able to pay for public improvements. The magic of 23 years was that essentially the first three years we're getting it in place. Potentially the first project occurs, and the taxes don't get paid for a period afterwards. Municipalities often budgeted for a 20-year bond or a 20 year investment that would be paid off over that period of time.

Chairman Suwanski: We could use our branding consultant to get some interest in the area during those three years.

Mr. Brown: There's no assumption that you would incur debt to do this. If we do this, right, we're making use of the developers own money to make improvements that will pay back the developer. Many communities are finding that notes rather than bonds allow for the developer to put up the money and get paid back over that 23 year period.

Chairman Suwanski: Asked if the increase in the taxes from the base to the increase, is set aside to be allocated for the different developers and projects.

Mr. Brown: It is required to be placed in a separate fund. That separate fund can only be used for eligible expenses and those expenses within the budget that you set in the document itself.

Chairman Suwanski: If you've got two or three developments happening at the same time, how is it determined which allocations go to which project?

Mr. Brown: The Village Board makes the decision. No expenditures are made without your approval. Most communities do that through an ordinance. Property owners do not get to decide, it is up to you to determine whether that's a project you want to support.

President Wallace: Do we know who owns the small triangle piece to the east of the Dunkin.

Mr. Fradin: We have been communicating with their agent.

Chairman Gunsteen: You show another triangular piece across Route 20. Is that something you're trying to encompass into this plan?

Mr. Brown: That's within the village. To the extent that it might capture increment, meaning that it might get developed, to the extent that we can provide assistance in some form, whether that be extending the sidewalks along Lake Street or something like that. The statute essentially requires the district to include properties that benefit by the district, properties that are eligible, and which would potentially generate increment to encourage the developer. We thought it made sense to include all the property on that side of Lake Street.

Chairman Suwanski: What are the other properties by Bartlett Road?

Mr. Brown: There's an abandoned gas station, a former gas station and a wooded lot next to the church.



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Chairman Hopkins: Was there a reason the apartments were not included?

Mr. Brown: They're occupied, the site is reasonably well maintained, they don't contribute to eligibility from a physical standpoint, and I don't know that you're going to see substantial increases in the value of that whether they will be included or not.

Chairman Gunsteen: Is there enough land to be redeveloped, that is encompassed in this red outline? We know that school districts can't be redeveloped so I'm just curious if it's desirable. Also how does the realignment of Oak St. fit into this?

Mr. Brown: Village staff has had recent discussions with IDOT directly. Part of the reason to have that discussion is to consider whether or not any of the parcels that they have are needed. Whether that could be returned as an opportunity for development is to be determined. The property is eligible with or without it, but we would like to include it in the potential for it to be returned for an improvement. Particularly, the corner at Oak St. and Lake St. offers a considerable development opportunity. The comprehensive plan called for Oak Street to be relocated, so it connected through that area, which would allow a consolidation of the retail opportunity in that area. We know the school district is not being proposed for development. However, it provides contiguity to properties to the east. Without the school property, we may not be able to include these areas for development in the TIF district. We've had discussions with the school district, and they understand what we're addressing. Several communities, including the city of Chicago, and some of my other clients have always included schools in their TIF districts, because the statute allows you to assist the school district with site improvements if they are necessary. Improvements could be made on school property, if there is increment available for making a public improvement. They could be partners on this.

President Wallace: Does Tom's stand lease that property?

Ms. Stone: It's leased from IDOT.

Chairman Hopkins: There's probably not a week that goes by where I don't get a comment from a resident about how much blight there is from Park Boulevard to Route 59. I think this could be a great opportunity. This isn't something that's going to happen overnight. In 23 years, it could be something.

President Wallace: We know that there's getting some momentum on Lake Street because all the new car dealerships bring traffic. The more traffic that comes, the more businesses that we're going to be a stone's throw away from there.

Chairman Suwanski: Was Hanover Park's Lake Street area developed with a TIF?

Ms. Stone: Yes.

President Wallace: Historically, we've had two extremely successful TIF's and one that just fettered along for a longest time, and nobody ever used it. We have had experience on both sides



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of it. It really doesn't matter when you establish a TIF zone. It's more of who you can bring in versus who's there now. It's more of an attraction for new businesses. Hanover Park's TIF probably has another 15 years or so left and it's the reason why you saw those businesses going up.

Chairman Gunsteen: What constitutes contiguity between two areas of land?

Mr. Brown: That is a matter of case law, but essentially, two properties have to be physically touching and have enough area or enough boundary between them to constitute a contiguous property. You can jump rights of way and forest preserves, but you can't jump from one site to another that is separated by property that is not directly contiguous to it. They must be adjoining.

President Wallace: What is our timing on the triangle piece?

Ms. Stone: If we get the applicant to submit a petition for annexation, we've done annexations in about four to six months.

President Wallace: What was IDOT's gut feeling on their property?

Ms. Schumacher: We asked IDOT and we began the formal process for their evaluation. They told us their evaluation can take anywhere up to 18 months, but I don't feel that should be an impediment to our process.

President Wallace: There's enough other places that can get developed versus that little area. They've got to have at least 20 acres there.

Ms. Stone: The IDOT right-of-way parcel is about 26 acres and these other two parcels, are about nine total. We're looking at about 35 acres.

Chairman Suwanski: Do we still have to wait for Cook County to finalize their EAV for the village?

Mr. Brown: We have established eligibility even without that one criteria, which is the EAV criteria. It just further cements the fact in the public's mind that this is an eligible area. I think that one of the things that I've discussed with staff is the potential for allowing the staff to have the conversation with the property owners before we have a go, on whether or not they're likely to want to annex and be part of this district. I would rather not finalize the eligibility study and the redevelopment report until we've come to the conclusion that they are or are not. It's just a matter of documentation the works better if we can make that. I'm suggesting that if you allow staff to have those discussions, then we can ultimately create the map and the documentation that make certain that this is eligible and we'll move forward.

President Wallace: I think the alternative to just leaving it as is, is just not possible at this stage. I think everybody appears to be ringing the same bell.



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Ms. Schumacher: We have informed the school district that we are endeavoring for the TIF district, the state as well. We have done some broad strokes with the owner of the triangle pieces broker but would like to initiate a real conversation with them about whether or not they would be interested in annexing.

President Wallace: I think one of the things that we should do is everybody on this board needs to know what they want that to look like, whole corridor. So that's important when we're meeting.

Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman Gunsteen.

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Suwanski

NAYS: None

ABSENT: Chairman LaPorte

MOTION CARRIED

The meeting was adjourned at 8:16 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/3/2023

100-GENERAL FUND REVENUES

480200-SALE OF CEMETERY LOTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SANDRA PEARSON	CEMETERY PLOT REFUND	240.00
INVOICES TOTAL:		240.00

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	228.85
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	102.34
INVOICES TOTAL:		331.19

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN ILLINOIS UNIVERSITY	TRAINING FEES	1,650.00
INVOICES TOTAL:		1,650.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ADVERTISING SANDWICH BOARDS	364.20
1 EXAMINER PUBLICATIONS INC	VILLAGE GARAGE SALE ADVERTISING	480.00
INVOICES TOTAL:		844.20

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BIG TENT EVENTS	DEPOT B-DAY EQUIPMENT RENTAL	1,729.07
INVOICES TOTAL:		1,729.07

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	20,280.00
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	18,571.00
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,863.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	22,500.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	12,827.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	675.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	825.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	49.05
INVOICES TOTAL:		94,515.55

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/3/2023**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	PROMENADE TRAFFIC STUDY REVIEW	405.00
1 HAMPTON LENZINI AND RENWICK INC	GRASSLANDS CONSTRUCTION OBSERVATION	8,079.38
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW STORMWATER/ENG REVIEW	945.00
1 HAMPTON LENZINI AND RENWICK INC	APPLE ORCHARD COMMUNITY PARK	900.00
INVOICES TOTAL:		10,329.38

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES/AUG 2023	1,583.33
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	5,329.57
INVOICES TOTAL:		6,912.90

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	51.53
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	178.77
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
INVOICES TOTAL:		258.30

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI #IL016050L-COST CTR #05933	250.00
1 ILLINOIS STATE TREASURER	UNCLAIMED PROPERTY REPORT 2023	429.11
INVOICES TOTAL:		679.11

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	42.68
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	22.88
INVOICES TOTAL:		65.56

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 23	18.00
INVOICES TOTAL:		18.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 WEX BANK	FUEL PURCHASES - AUGUST 23	614.82
INVOICES TOTAL:		614.82

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOLDERS/OFFICE SUPPLIES	48.74
INVOICES TOTAL:		48.74

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	190.03
1 KEN KLEIN CONSUMERS AUTO DETECTIVE	VEHICLE INSPECTION FEES	525.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	100.77
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	284.25
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	97.99
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	220.08
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.20
1 VERIZON WIRELESS	WIRELESS SERVICES	1,286.37
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
INVOICES TOTAL:		5,117.81

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	31.18
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	711.29
1 FTD AUTO LLC	VEHICLE MAINTENANCE	82.47
1 FTD AUTO LLC	VEHICLE MAINTENANCE	94.60
1 FTD AUTO LLC	VEHICLE MAINTENANCE	104.00
INVOICES TOTAL:		1,023.54

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ZEBRA SCANNER BATTERIES	83.96
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK EXAM FEE	26.40
1 MINUTEMAN PRESS	CITATIONS/NOTICES	586.85
1 PORTER LEE CORPORATION	EVIDENCE SUPPLIES	71.43
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.57
1 WAREHOUSE DIRECT	INK CARTRIDGE	82.48
INVOICES TOTAL:		962.69

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P.F. PETTIBONE & CO	SERVICE BARS/MOURNING BANDS	103.80
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	288.08
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	162.88
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	162.88
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	179.08

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 RAY O'HERRON CO INC	UNIFORM APPAREL	288.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL	288.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL	288.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL	288.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL	287.96
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	157.42
1 RAY O'HERRON CO INC	5-STAR CAP	44.96
1 RAY O'HERRON CO INC	5-STAR CAP	44.96
1 RAY O'HERRON CO INC	POLO SHIRT PATCHES	96.00
1 STREICHER'S INC	BADGES	848.00
1 STREICHER'S INC	REPLACEMENT BADGES	331.00
1 STREICHER'S INC	BODY ARMOR	910.00
1 STREICHER'S INC	TIE BARS	147.50
	<u>INVOICES TOTAL:</u>	<u>4,916.84</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	238.31
	<u>INVOICES TOTAL:</u>	<u>238.31</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - AUGUST 23	12,929.61
	<u>INVOICES TOTAL:</u>	<u>12,929.61</u>

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	FOLDERS/WRIST RESTS/PENS	545.68
1 WAREHOUSE DIRECT	COFFEE FILTERS/OFFICE SUPPLIES	186.16
1 WAREHOUSE DIRECT	NOTARY STAMPS	64.00
	<u>INVOICES TOTAL:</u>	<u>795.84</u>

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PRI MANAGEMENT GROUP	SEMINAR FEE	279.00
	<u>INVOICES TOTAL:</u>	<u>279.00</u>

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NORTHWEST POLICE ACADEMY	MEMBERSHIP DUES	75.00
	<u>INVOICES TOTAL:</u>	<u>75.00</u>

543900-COMMUNITY RELATIONS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANTHONY S PASSARELLA	BALANCE DUE/NNO VIDEOGRAPHER	1,555.00
1 THE UPS STORE	SHIPPING CHARGES	17.01
	<u>INVOICES TOTAL:</u>	<u>1,572.01</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/3/2023**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEDICAL AND FORENSIC NEUROPSYCHOLOC	MEDICAL EXAM FEES	8,687.50
INVOICES TOTAL:		8,687.50

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	LPCR2 FULLY-AUTOMATIC LIFEPAKS	7,275.00
1 FRONTLINE PUBLIC SAFETY SOLUTIONS	SOFTWARE	3,200.00
INVOICES TOTAL:		10,475.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
INVOICES TOTAL:		48.01

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.09
INVOICES TOTAL:		20.09

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VEHICLE MAINTENANCE SUPPLIES	243.67
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	80.00
INVOICES TOTAL:		323.67

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2023	875.00
INVOICES TOTAL:		875.00

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAKESH DESAI	PUBLIC SIDEWALK REPLACEMENT	920.16
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,649.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,180.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	90.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,872.50
1 ALEXANDER IVANOVIC	PUBLIC SIDEWALK REPLACEMENT	511.20
1 DAN SHRIGLEY	PUBLIC SIDEWALK REPLACEMENT	960.00
1 WELCH BROS INC	WOOD STAKES	129.60
1 WELCH BROS INC	REBAR/SUPPLIES	665.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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INVOICES TOTAL: 9,977.46

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TREE EXPERTS	TREE MAINTENANCE SERVICES	406.00
1 SKYLINE TREE SERVICE	TREE REMOVAL SERVICES	787.50
<u>INVOICES TOTAL:</u>		<u>1,193.50</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	275.18
1 AMAZON CAPITAL SERVICES INC	IPAD COVER	10.45
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	35.99
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	292.31
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	900.20
1 NAPCO STEEL INC	CONCRETE SIDEWALK FORMS	3,480.30
1 WAREHOUSE DIRECT	COFFEE/CREAMER	139.68
1 WAREHOUSE DIRECT	PAPER	71.43
1 WAREHOUSE DIRECT	CREDIT - PRICE ADJUSTMENT	-42.88
<u>INVOICES TOTAL:</u>		<u>5,162.66</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 23	7,324.96
<u>INVOICES TOTAL:</u>		<u>7,324.96</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	65.98
1 AUTOZONE INC	MAINTENANCE SUPPLIES	638.96
1 CAROL STREAM LAWN & POWER	STUMP GRINDER/SAW PARTS	343.37
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	839.70
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	1,501.85
<u>INVOICES TOTAL:</u>		<u>3,389.86</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	851.57
1 WELCH BROS INC	GRAVEL PURCHASE	48.00
1 WELCH BROS INC	GRAVEL PURCHASE/ASPHALT GRINDINGS	1,582.00
1 WELCH BROS INC	ASPHALT GRINDINGS	70.00
<u>INVOICES TOTAL:</u>		<u>2,551.57</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00

** Indicates pre-issue check.

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INVOICES TOTAL: 45.00

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	LIGHTING SUPPLIES	163.44
		<u>INVOICES TOTAL: 163.44</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	PWX EVENT REGISTRATION	170.00
		<u>INVOICES TOTAL: 170.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	2,181.86
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	16,389.30
1 DUPAGE COUNTY STORMWATER MANAGEME	LEISEBERG PARK STORM SEWER REPAIR	341.50
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	507.00
1 HAMPTON LENZINI AND RENWICK INC	STREAMBANK STABILIZATION	3,987.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	390.00
		<u>INVOICES TOTAL: 23,797.16</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	165.00
		<u>INVOICES TOTAL: 165.00</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	MFT RESURFACING PROGRAM 06/23	29,460.06
1 BLA INC	MFT RESURFACING PROGRAM 07/23	14,248.33
1 BLA INC	MFT RESURFACING PROGRAM 08/23	32,823.40
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	1,353.10
1 SCHROEDER ASPHALT SERVICES INC	2023 STREETS RESURFACING PROJECT	126,901.74
		<u>INVOICES TOTAL: 204,786.63</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	352.50
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	1,325.00
		<u>INVOICES TOTAL: 1,677.50</u>

** Indicates pre-issue check.

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5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2023	1,562.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	564.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/AUG 2023	6,800.00
INVOICES TOTAL:		8,926.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 VERIZON WIRELESS	WIRELESS SERVICES	374.34
INVOICES TOTAL:		386.34

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER 2023 BILLING	723.81
INVOICES TOTAL:		723.81

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	WATER MODELING SERVICES	2,910.00
INVOICES TOTAL:		2,910.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	40.74
1 NEXAMP INC	ELECTRIC BILL	1,148.08
1 NICOR GAS	GAS BILL	49.22
INVOICES TOTAL:		1,238.04

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BATTERY SYSTEM	VEHICLE MAINTENANCE SUPPLIES	142.95
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	184.42
INVOICES TOTAL:		327.37

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	275.18
1 AMAZON CAPITAL SERVICES INC	IPAD COVER	10.46
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	36.00
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	1,660.12
1 USA BLUE BOOK	MATERIALS & SUPPLIES	258.62
1 WAREHOUSE DIRECT	COFFEE/CREAMER	139.69

** Indicates pre-issue check.

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1 WAREHOUSE DIRECT	PAPER	71.43
		INVOICES TOTAL: 2,451.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 23	1,468.70
		INVOICES TOTAL: 1,468.70

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	59.84
1 WEST SIDE TRACTOR SALES	EQUIPMENT REPAIRS	13,768.07
		INVOICES TOTAL: 13,827.91

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
		INVOICES TOTAL: 45.00

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER SUPPLIES	1,287.00
		INVOICES TOTAL: 1,287.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	165.00
		INVOICES TOTAL: 165.00

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	150,159.92
		INVOICES TOTAL: 150,159.92

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	3,040.00
		INVOICES TOTAL: 3,040.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2023	625.00

** Indicates pre-issue check.

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INVOICES TOTAL: 625.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
		<u>INVOICES TOTAL:</u> <u>12.00</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER 2023 BILLING	723.81
		<u>INVOICES TOTAL:</u> <u>723.81</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	315.25
1 TEKLAB INC	SAMPLE TESTING	1,011.90
		<u>INVOICES TOTAL:</u> <u>1,327.15</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	2,432.88
		<u>INVOICES TOTAL:</u> <u>2,432.88</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,197.50
		<u>INVOICES TOTAL:</u> <u>5,197.50</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPAD COVER	10.46
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	71.99
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	71.15
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	183.26
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	29.20
1 WAREHOUSE DIRECT	COFFEE/CREAMER	84.76
		<u>INVOICES TOTAL:</u> <u>450.82</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	6,539.88
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
1 PRO CHEM INC	CHEMICAL SUPPLIES	2,491.02
		<u>INVOICES TOTAL:</u> <u>9,060.90</u>

** Indicates pre-issue check.

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 23	2,509.60
	INVOICES TOTAL:	2,509.60

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AHW LLC	OIL FILTERS/SUPPLIES	56.88
1 AUTOZONE INC	MAINTENANCE SUPPLIES	164.95
1 MARTIN MECHANICAL CORPORATION	LIFT STATION REPAIRS	1,508.47
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
	INVOICES TOTAL:	1,880.30

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	165.00
	INVOICES TOTAL:	165.00

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	142.00
	INVOICES TOTAL:	142.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	942,903.55
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	19,100.00
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	6,400.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	27,470.35
	INVOICES TOTAL:	995,873.90

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE CONSTRUCTION & ENGINEER	DEVON EXCESS FLOW FORCE MAIN	557,183.73
	INVOICES TOTAL:	557,183.73

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 NEXAMP INC	ELECTRIC BILL	891.09
1 VERIZON WIRELESS	WIRELESS SERVICES	42.00

** Indicates pre-issue check.

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INVOICES TOTAL: 1,064.99

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2023	1,475.00
		<u>INVOICES TOTAL: 1,475.00</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	304.80
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	65.05
1 GPS INDUSTRIES LLC	CONNECT RENTAL FEES	4,940.00
		<u>INVOICES TOTAL: 5,427.35</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DOOR PANIC BAR MAINTENANCE	180.00
1 ELGIN KEY & LOCK CO INC	DOOR LOCK REPAIRS	172.97
		<u>INVOICES TOTAL: 352.97</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,050.13
1 NEXAMP INC	ELECTRIC BILL	44.13
		<u>INVOICES TOTAL: 3,094.26</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RANGE SERVANT AMERICA INC	MATERIALS & SUPPLIES	159.90
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	149.70
		<u>INVOICES TOTAL: 309.60</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	506.86
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,375.29
		<u>INVOICES TOTAL: 1,882.15</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER ROLLS/LABELS	45.64
		<u>INVOICES TOTAL: 45.64</u>

** Indicates pre-issue check.

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534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	267.18
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	15.66
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	1,217.90
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	199.93
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	91.63
INVOICES TOTAL:		1,792.30

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ST ANDREWS PRODUCTS CO	GOLF APPAREL	231.71
INVOICES TOTAL:		231.71

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED STATES GOLF ASSOC	ANNUAL MEMBERSHIP DUES	150.00
INVOICES TOTAL:		150.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,016.72
INVOICES TOTAL:		1,016.72

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIMPLOT TURF & HORTICULTURE	HERBICIDE	1,218.00
1 SIMPLOT TURF & HORTICULTURE	POND DYE/SOIL SUPPLIES	660.00
INVOICES TOTAL:		1,878.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	506.86
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,375.29
INVOICES TOTAL:		1,882.15

** Indicates pre-issue check.

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534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	SAND/SOIL MIX	1,479.16
INVOICES TOTAL:		1,479.16

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER SYSTEM SERVICE	581.28
INVOICES TOTAL:		581.28

572000-BUILDING & GROUNDS IMPROVMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	435.00
INVOICES TOTAL:		435.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	38.10
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
INVOICES TOTAL:		239.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	508.36
INVOICES TOTAL:		508.36

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	87.50
1 SYSCO CHICAGO INC	FOOD SERVICE SUPPLIES	29.81
1 SYSCO CHICAGO INC	FOOD SERVICE SUPPLIES	5.89
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	75.00
INVOICES TOTAL:		198.20

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	RECEIPT PAPER	16.49
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER ROLLS/LABELS	45.64
INVOICES TOTAL:		62.13

534320-PURCHASES - FOOD & BEVERAGE

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

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1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	175.00
1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	317.00
**	1 ELGIN BEVERAGE CO	BEER PURCHASE	194.00
1	EUCLID BEVERAGE LLC	BEER PURCHASE	183.72
1	EUCLID BEVERAGE LLC	BEER PURCHASE	425.00
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	114.96
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	814.64
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	240.00
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	475.00
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	214.56
1	GRECO AND SONS INC	FOOD PURCHASE	110.00
1	GRECO AND SONS INC	FOOD PURCHASE	100.00
1	GRECO AND SONS INC	FOOD PURCHASE	300.00
1	GRECO AND SONS INC	FOOD PURCHASE	150.70
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	149.98
1	PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	62.01
1	SCHAMBERGER BROTHERS INC	BEER PURCHASE	183.09
1	SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	257.75
1	SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	400.00
INVOICES TOTAL:			4,867.41

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	REACH-IN FREEZER	1,287.84
INVOICES TOTAL:		1,287.84

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	38.10
1 ALSCO	LINEN SERVICES	805.09
1 ALSCO	LINEN SERVICES	955.22
1 ALSCO	LINEN SERVICES	763.59
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
INVOICES TOTAL:		2,719.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	508.36
INVOICES TOTAL:		508.36

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOOD STATION DECOR	74.89

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1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	87.50
1 MLA WHOLESALE INC	FLOWERS	34.50
1 SYSCO CHICAGO INC	FOOD SERVICE SUPPLIES	29.81
1 SYSCO CHICAGO INC	FOOD SERVICE SUPPLIES	5.89
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	75.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	130.00
	INVOICES TOTAL:	437.59

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	RECEIPT PAPER	16.49
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER ROLLS/LABELS	45.64
	INVOICES TOTAL:	62.13

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	612.83
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	280.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	280.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	174.75
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.28
1 EUCLID BEVERAGE LLC	BEER PURCHASE	93.65
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,000.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,096.42
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	860.61
1 GRECO AND SONS INC	FOOD PURCHASE	996.93
1 GRECO AND SONS INC	FOOD PURCHASE	167.86
1 GRECO AND SONS INC	FOOD PURCHASE	216.03
1 GRECO AND SONS INC	FOOD PURCHASE	844.80
1 GRECO AND SONS INC	FOOD PURCHASE	150.71
1 GRECO AND SONS INC	FOOD PURCHASE	107.90
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	149.98
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/COOKIES	250.00
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/COOKIES	305.00
1 MLA WHOLESALE INC	FLOWERS	65.80
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	62.01
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	50.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	768.75
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	744.39
	INVOICES TOTAL:	10,780.68

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	REACH-IN FREEZER	1,287.84
	INVOICES TOTAL:	1,287.84

5580-GOLF MIDWAY EXPENSES

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	133.08
	INVOICES TOTAL:	133.08

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	932.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	356.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	65.67
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	168.30
1 EUCLID BEVERAGE LLC	BEER PURCHASE	288.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	197.52
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	800.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	440.00
1 GRECO AND SONS INC	FOOD PURCHASE	330.00
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	500.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	98.21
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	196.34
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	63.90
1 SCNS SPORTS FOODS	FOOD PURCHASE	108.80
	INVOICES TOTAL:	4,694.74

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	SECURITY SOFTWARE MAINTENANCE	540.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,973.00
	INVOICES TOTAL:	3,513.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
	INVOICES TOTAL:	2,499.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JULY 2023	4,355.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	614.35
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	2,639.36
1 MIDWEST MECHANICAL	EQUIPMENT INSTALLATION/REPAIRS	2,477.00
1 MIDWEST MECHANICAL	CONDENSER FAN MOTOR REPLACEMENT	2,980.00
1 MIDWEST MECHANICAL	EQUIPMENT REPLACEMENT	1,977.00
1 MIDWEST MECHANICAL	EQUIPMENT REPLACEMENT	1,913.00

** Indicates pre-issue check.

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INVOICES TOTAL: 16,955.71

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,199.94
1 COMCAST	INTERNET SERVICE	228.40
1 VERIZON WIRELESS	WIRELESS SERVICES	572.01
<u>INVOICES TOTAL:</u>		<u>5,000.35</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	282.62
<u>INVOICES TOTAL:</u>		<u>282.62</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	NAME PLATES FOR GIS	27.98
1 WAREHOUSE DIRECT	BATH TISSUE/HAND SOAP	361.40
1 WAREHOUSE DIRECT	CREDIT - RETURN	-292.02
1 WAREHOUSE DIRECT	BATH TISSUE/PAPER TOWELS	292.02
1 WAREHOUSE DIRECT	TRASH BAGS	106.56
** 1 WEX BANK	FUEL PURCHASES - AUGUST 23	99.27
<u>INVOICES TOTAL:</u>		<u>595.21</u>

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CEDA	LIHWAP ID #341841 REFUND	726.55
<u>INVOICES TOTAL:</u>		<u>726.55</u>

GRAND TOTAL: 2,272,079.84

GENERAL FUND	220,517.35
MOTOR FUEL TAX FUND	204,786.63
BREWSTER CREEK TIF MUN ACCT	1,677.50
WATER FUND	186,956.59
SEWER FUND	1,577,584.59
PARKING FUND	2,539.99
GOLF FUND	48,444.75
CENTRAL SERVICES FUND	28,845.89
POOLED CASH & INVESTMENT FUND	726.55
GRAND TOTAL	2,272,079.84

** Indicates pre-issue check.

**A PROCLAMATION RECOGNIZING MICHAEL POREMBA FOR
HIS SERVICE ON THE BARTLETT POLICE PENSION FUND
BOARD OF TRUSTEES**

WHEREAS, the Bartlett Police Pension Fund Board of Trustees oversees the administration of the police pension fund that benefits Bartlett police officers and their beneficiaries upon the conclusion of their service to the community; and

WHEREAS, Mike Poremba is a long-time Bartlett resident who holds a degree in accounting from DePaul University and has professional experience in the financial field working first for Kemper Insurance and currently as a vice president for Zurich North America; and

WHEREAS, Mike's tenure on the Pension Board coincided with a period of great turnover and transition for the police department and he generously shared his time, his insight and his input to help direct the fund's investments and distributions for the welfare and well-being of our police officers; and

WHEREAS, Mike's demonstrated commitment to serving our community calls forth our great pride in calling him a Bartlett resident and one of our tremendous civic volunteers;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, extend our deep appreciation to Mike Poremba for his distinguished service on the Police Pension Fund Board and offer him our continued best wishes.

Dated this 3rd Day of October 2023



Kevin Wallace, Village President

Proclamation



A DuPage Foundation Initiative

WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times by lifting our spirits, unifying communities and providing entertainment. The arts also play a vital role in enlivening our communities, driving the economy, and elevating the appeal of our County.

NOW, THEREFORE, BE IT RESOLVED, that I Kevin Wallace, Village President, do hereby proclaim October 2023 as Arts DuPage Month in the Village of Bartlett and call upon our community members to celebrate and promote the arts in DuPage County.

Dated this 3rd day of October 2023



Kevin Wallace, Village President

A PROCLAMATION CELEBRATING THE 150TH ANNIVERSARY OF THE BARTLETT DEPOT

WHEREAS, the Village of Bartlett, as we know it today, might never have come to pass had it not been for the fortuitous intersection of the Chicago and Pacific Railway and the 40 acres of land and \$300 that Luther and Sophia Bartlett donated for the village's historic train depot, Bartlett's first nonresidential building; and

WHEREAS, built in 1873, the depot had long been the centerpiece of Bartlett's downtown, the hub around which the village itself and all its ensuing commerce were built; and

WHEREAS, in addition to its traditional use as a passenger ticket office and baggage room, at one time, the clapboard structure also housed Bartlett's first telegraph and post office and was the point for shipping and receiving of all freight traveling through the community, including autos, farm implements, livestock and even the annual Fourth of July fireworks; and

WHEREAS, years before Metra, the Milwaukee Road's steam-powered trains pulling into and out of the station offered reliable service to area commuters, transforming Bartlett into a burgeoning bedroom community, and provided the greater Bartlett area with a gateway to San Francisco, Los Angeles, Portland and other cities across the country; and

WHEREAS, this depot, which is the only original depot left on the Milwaukee West Metra line and is the third oldest station in the Chicagoland area, stood in active service for area residents for 134 years before it was carefully restored for its new community role as the Bartlett Depot Museum; and

WHEREAS, since the depot museum's dedication and ribbon cutting on September 12, 2010, this proud, historic train station has been sharing Bartlett's railroad stories through permanent and changing exhibitions available to our community and the generations that will follow;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby call upon everyone to celebrate the 150th anniversary of the Bartlett Depot and join the village at a birthday bash on Saturday, 10/7. May this tiny building in the heart of our downtown continue to serve as a special place for people to come together and commemorate our village's rich history.

Dated this 3rd day of October 2023



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Issa's Venezuelan Restaurant BEDA Application Committee or Board Board

BUDGET IMPACT

Amount: \$17,000

Budgeted

Yes

List what fund

Incentives

EXECUTIVE SUMMARY

Issa's Venezuelan Restaurant is expanding into Bartlett Town Center to open their second location, their existing one located in a small strip center in Hanover Park.

Owners Luisa Estrada and Carlo Escalona have been seeking a second location and have found downtown Bartlett to their liking. Economic development staff worked with them and encouraged them to open this location in the lone remaining vacant restaurant space in the village.

Their buildout and renovation costs a total of \$50,227 and includes improvements to the ceiling, counter, plumbing, new and used equipment, fire suppression, signage, and other associated costs.

Staff is recommending a grant in the amount of \$17,000, which amounts to thirty-four percent (34%) of the renovation costs. The EDC reviewed the request at its August 14th meeting and unanimously recommended in favor of that amount.

The owners require translation assistance, so their general contractor Johan Malvestuto provides that service for them while handling business-related items.

This item appeared before the Committee of the Whole at its September 19th meeting, at which time it was forwarded to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Issa's Venezuelan Restaurant's BEDA application, Signed BEDA Program Application Acknowledgement, minutes for this item from the August 14th Economic Development Commission meeting

ACTION REQUESTED

- Motion - I move to approve a BEDA grant in the amount of \$17,000 to Issa's Venezuelan Restaurant, subject to all applicable village codes, regulations, and to be reimbursed after proof of all payments is submitted.

Staff: Tony Fradin, Economic Dev. Coordinator

Date: September 25, 2023

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: September 25, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Issa's Venezuelan Restaurant BEDA Application

APPLICANTS: Luisa Estrada and Carlo Escalona on behalf of Issa's Venezuelan Restaurant

BACKGROUND:

207 S. Main Street has been the sole remaining vacant restaurant space in the village for the past two years.

Having been part or the entirety of a restaurant since the development of Bartlett Town Center in 2005, this is a space that economic development staff has sought tenants for in conjunction with ownership and their broker since Trackside Diner closed after only a few months in 2021.

For the past five months, Town Center ownership and village staff have been working with Luisa Estrada and Carlo Escalona, the owner/operators of Issa's Venezuelan Food at Lake Street and Walnut Avenue in nearby Hanover Park.

The applicants recognize Bartlett's rising downtown area as a great place to expand their business and specifically cited the village's excellent reputation for safety and its "hometown feel" as reasons for expanding their business into a larger space that can accommodate more diners inside, and outdoor dining as well.

Economic development staff encouraged them and apprised them, as well as other prospective tenants, of the BEDA program as an added incentive to attract them to our growing downtown dining scene.

BEDA APPLICATION:

Ms. Estrada and Mr. Escalona, with assistance from their general contractor Johan Malvestuto, have documented \$50,227 worth of improvements to be made to improve the space and bring it up to current Code.

The buildout is less costly than some other recent projects due to there already being a commercial hood and ventilation system in place from previous tenants.

Issa's improvements include:

- \$10,500 to Hadyman construction, Inc. for rebuilding the front counter, replacing drop ceiling tiles, baseboards, cabinets, and painting

- \$4,000 to Hadyman construction, Inc. for plumbing improvements
- \$19,286 to WebstaurantStore for new equipment
- \$2,335 for additional (used) equipment from March Equipment in Addison
- \$1,446 for equipment from City Food Equipment in Lombard
- \$7,346 to Fox Valley Fire & Safety
- \$5,000 for a new sign
- \$315 for plumbing supplies



The applicants have been excellent to work with, applied for and obtained all relevant building permits in a timely manner, and have demonstrated a strong work ethic throughout this process and in running their current business in Hanover Park.

Theirs will be the first Venezuelan restaurant in the village and will include dishes including empanadas, cachapas (customizable sweet corn pancakes), customizable bowls, arepas and many more items.

Issa's is also the first applicant to submit all their application documents through the village's electronic portal.

RECOMMENDATION:

Staff recommends a grant in the amount of **\$17,000**, which amounts to thirty-four (34%) of the eligible BEDA expenditures.

AUGUST 14 ECONOMIC DEVELOPMENT COMMISSION MEETING:

Issa's business associate and contractor Johan Malvestuto served as the owners' translator at the August 14th meeting.

After a brief question and answer session, the EDC unanimously recommended in favor of a \$17,000 BEDA grant, which amounts to 34% of the build-out costs.

SEPTEMBER 19 COMMITTEE OF THE WHOLE MEETING:

The COW reviewed Issa's BEDA request at its September 19th meeting, at which time the item was forwarded to the next Village Board meeting for a final vote.

MOTION:

I move to approve a BEDA grant in the amount of **\$17,000** to Issa's Venezuelan Restaurant at 207 S. Main Street, subject to all applicable codes, regulations, and proof of payments made.

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing.

In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project. I also understand that if selected for this program, I will be required to enter into an Economic Incentive Agreement with the Village governing the terms and conditions of the BEDA grant award, and that the Village will not issue any grant funds unless and until I have fully executed the Economic Incentive Agreement in the form required by the Village.

I acknowledge that BEDA operates as a **rebate program** and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at some percentage as recommended by staff in relation to the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

I acknowledge that the project is to be completed within 12 months, and that an extension request must be made in writing by the applicant and presented for approval to the Grant Administrator, EDC, or Village Board if necessary.

I acknowledge that if the final costs come in less than what was estimated to determine the reimbursement amount, then the grant amount would be reduced accordingly.

I acknowledge that the Village will perform a background check on myself and the other owners of my business, and I hereby agree to provide the Village with all necessary authorizations to conduct such background checks. I also acknowledge that my business must hold a valid, current business license issued by the Village and that my business must be current on all payments due to the Village in order to be eligible to receive any BEDA grant funds.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.

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



Luisa Estrada
Sep 1, 2023

Issa's Venezuelan food is made up of a family of Venezuelans who, due to the economic and political situation in our country, forced us to emigrate to the US, a country to which we are very grateful for the opportunities it has given us. We currently have a small business that started as a home-based business where we face many obstacles since it is not allowed to carry out this type of activity at home, which is why we went to a shared kitchen in the city of Elgin where after a year we managed to have our 1st restaurant in the city of Hanover. park where We offer a wide variety of traditional dishes that capture the authentic flavors of Venezuela. Our menu includes popular options such as empanadas, arepas, cachapas, tequeños, cupcakes, patacones, grills, soups, and party snacks. In addition to our on-site expertise, we provide catering services for special events. Our commitment to using fresh ingredients guarantees the highest quality in every dish. From our selection of Venezuelan drinks to our delicious desserts, we offer a complete culinary journey. Whether clients are looking for a quick meal, a cozy family meal or catering for their meetings, our restaurant offers exceptional service and a welcoming atmosphere, showcasing the rich and delicious cuisine of Venezuela.

We currently plan to open another restaurant in the city of Bartlett to serve our growing clientele. We are grateful for the attention we have received at the office in this city, since they have provided us with very complete information on all the applications that we must make to open our new restaurant. For this reason, we formally apply for a grant to continue with our project and to be able to open our restaurant quickly.

Sincerely :

TROY REALTY MANAGEMENT
INC

Troy Realty Management
6625 N. Avondale Ave.
Chicago, Illinois 60631
(773) 792-3000
(773) 792-8872 Fax

August 16, 2023

To Whom It May Concern:

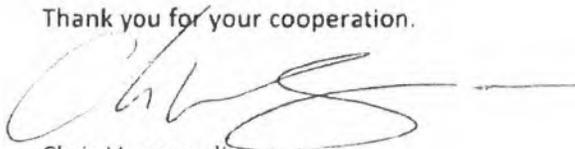
This letter is to inform the village of Bartlett that our newest tenant at our retail center known as Issa's Venezuelan Food has received authorization on our behalf to perform their current build out to code for the space known as 201-33 S. Main St. suite # 207 (Bartlett, IL 60631). We have instructed our tenant to follow all current building and state codes, including obtaining proper permits and approval from the village of Bartlett.

Included in this letter are paid receipts and invoices for all work performed on their behalf which are considered space improvements.

We believe they will be a great candidate for your grant program and hope they will be considered on your behalf.

If you have any questions, please do not hesitate to contact me directly at 773-792-3000 ext. 228.

Thank you for your cooperation.



Chris Verzevoulis
Troy Realty Management Inc.
773-792-3000 ext. 228
chris@troyrealtyltd.com

Hadyman construction, Inc

Address. 460 Dover Dr. Roselle IL 60172
Phone: 9548648132
Email. constructionhadymaninc@gmail.com



Bill To

207 S Main St
Bartlett, IL 60103
Estados Unidos

Invoice #

114

Invoice Date

05/19/2023

Description	Amount
Cosmetic Remodeling Painting job all store walls and doors remplace drop ceiling tiles new plastic baseboards rebuild the front counter top for cashier area instalation of cabinet built new bar table in front the window	10,500.00

Invoice Total

\$10,500.00



Terms & Conditions

This proposal involve all the license and ensure.
the cost of permit costs is by the owner

Everything that is not shown in this budget will be considered an extra cost and will be notified to the owner, in case it is done it must be previously approved

for this project we 50% on front and 50% when is done.



Hadyman construction, Inc

Address. 460 Dover Dr. Roselle IL 60172
Phone: 9548648132
Email. constructionhadymaninc@gmail.com



Bill To
207 S Main St, Bartlett, IL 60103

Invoice # 119
Invoice Date 07/30/2023

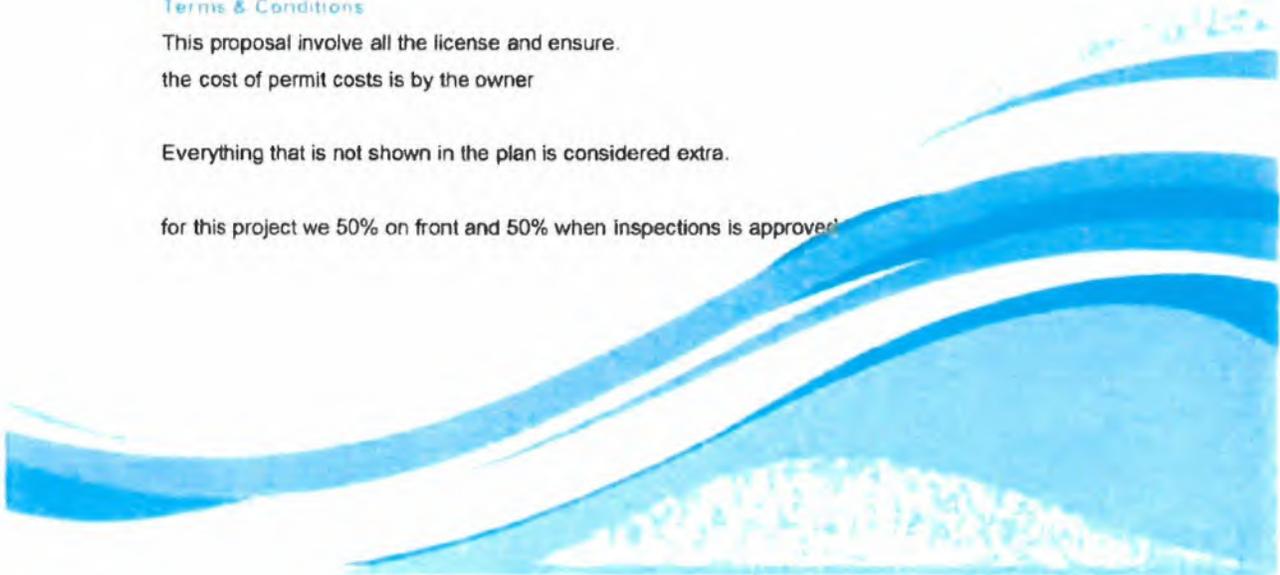
Description	Amount
installation of all fixtures of plumbing over the plan 3 zinc compartments 2 zinc compartments 3 hands zinc and others showing in the plan	4,000.00
Invoice Total	\$4,000.00

Terms & Conditions

This proposal involve all the license and ensure.
the cost of permit costs is by the owner

Everything that is not shown in the plan is considered extra.

for this project we 50% on front and 50% when inspections is approved



WebstaurantStore

Sales Invoice

Order Number	User ID	Date Ordered
86440878	24046041	6/1/23 at 11:38 AM

Bill To	Ship To	Shipping Method
Luisa estrada Issas Venezuelan food LLC 2360 walnut av Hanover park Hanover Park, IL 60133	luisa estrada Issas Venezuelan food LLC 207 south main street 2248068369 Bartlett, IL 60103-4456	Common Carrier

Your Contact	Customer PO	Customer Phone
help@webstaurantstore.com		(331) 235-6458

Item Number	Description	Unit Price	QTY	Tax	Total
541E36N	Main Street Equipment E36-N Natural Gas 6 Burner 36" Range with Standard Oven - 210,000 BTU	\$1,189.00	1	\$118.92	\$1,189.00
600S3162018G	Regency 88" 16 Gauge Stainless Steel Three Compartment Commercial Sink with Galvanized Steel Legs and 2 Drainboards - 16" x 20" x 12" Bowls	\$699.00	1	\$69.92	\$699.00
177FF100N	Avantco FF100 Natural Gas 70-100 lb. Stainless Steel Tube Floor Fryer - 150,000 BTU	\$1,349.00	1	\$134.91	\$1,349.00
EXTWARN1T	1 Year - Combined Coverage 2 Year Extended Warranty PWI:174099	\$67.49	1	\$0.00	\$67.49
177FF40N	Avantco FF40 Natural Gas 40 lb. Stainless Steel Floor Fryer with Casters - 90,000 BTU	\$1,049.00	1	\$104.92	\$1,049.00
EXTWARN1T	1 Year - Combined Coverage 2 Year Extended Warranty PWI:174102	\$52.49	1	\$0.00	\$52.49
447AP49F	Avantco A Plus AP-49F 55 1/4" Stainless Steel Solid Door Reach-In Freezer	\$2,699.00	2	\$539.82	\$5,398.00
EXTWARN1T	1 Year - Combined Coverage 2 Year Extended Warranty PWI:178561	\$107.99	2	\$0.00	\$215.98
600GKM3448	Regency 48" Mobile Gas Connector Hose Kit with 2 Elbows, Full Port Valve, Restraining Device, and Quick Disconnect - 3/4"	\$114.99	3	\$34.51	\$344.97
178GDC49HCW	Avantco GDC-49-HC 53" White Swing Glass Door Merchandiser Refrigerator with LED Lighting	\$2,099.00	3	\$629.72	\$6,297.00
EXTWARN1T	1 Year - Combined Coverage 2 Year Extended Warranty PWI:178127	\$83.99	3	\$0.00	\$251.97

Sub Total:	\$16,913.90
Tax:	\$1,662.33
Shipping & Handling:	\$242.30
Liftgate:	\$55.00
Total (USD):	\$18,873.53

Payment Method: Alternate

Thank you for your business!

WebstaurantStore

40 Citation Lane
Lititz, PA 17543
717-392-7472

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at <https://www.webstaurantstore.com/MyAccount>

WebstaurantStore

Sales Invoice

Order Number	User ID	Date Ordered
87862854	24046041	7/14/23 at 3:08 PM

Bill To	Ship To	Shipping Method
Luisa estrada Issas Venezuelan food LLC 2360 walnut av Hanover park Hanover Park, IL 60133	Luisa estrada Issas Venezuelan food llc 2360 walnut av Hanover Park, IL 60133-3832	Ground

Your Contact		Customer PO	Customer Phone			
help@webstaurantstore.com			(331) 235-6458			
Item Number	Description	Unit Price	QTY	Tax	Total	
177BMFW4	Avantco BMFW4 46" Electric Bain Marie Buffet Countertop Food Warmer with 4 Half Size Wells - 1500W, 120V	\$374.99	1	\$37.50	\$374.99	
				SubTotal:	\$374.99	
				Tax:	\$37.50	
				Shipping & Handling:	\$0.00	
				Total (USD):	\$412.49	
Payment Method: Visa - XXXX0046						

WebstaurantStore
 40 Citation Lane
 Lititz, PA 17543
 717-392-7472

Thank you for your business!

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at <https://www.webstaurantstore.com/MyAccount>

Address: IL 60101
 Phone: (630)627-3031
 Fax: (630)627-3050

Deposit Receipt

BILL TO

ISSA'S VENEZUELAN FOOD
 207 S. MAIN STREET
 BARTLETT, IL 60103
 Phone: (224)806-8369
 Attn: JHOFFRAN LANTEN

SHIP TO

ISSA'S VENEZUELAN FOOD
 207 S. MAIN STREET
 BARTLETT, IL 60103
 Phone: (224)806-8369
 Attn: JHOFRAN LANTEN

Customer #
 19938

Order	Salesperson	Customer PO	Ship Via	Terms	Page				
131443	MARSHALL LOEB		MARCH TRUCK	CASH. CREDIT CARD, CASHIERS	1 Of 1				
Ord	Inv	B/O	Item #	Description	UOM	Unit Price	Disc	Disc. Price	Extended
1	0		106812	S/S EQUIPMENT STAND	EA	130.00	.00%	130.00	130.00
1	0		108429	AVANTCO 6' 3-DOOR 18 PAN SANDIWH PREP TABLE	EA	1,245.00	.00%	1,245.00	1,245.00

All returns are subject to a 25% restocking charge. SERVICE CHARGE of 1.5% per month (18% APR) added to past due accounts. UEQ assumes no responsibility for any product loss as a result of refrigeration failure. Equipment listed above shall remain the property of UEQ until invoice is paid in full. Limited 30 day warranty on parts and labor under normal usage shall apply to the above equipment unless otherwise stated. After 30 day warranty expires on used equipment purchase, UEQ Corp., D/B/A March Equipment Co., is held harmless due to any equipment failure.
 DELIVERY AND FREIGHT ARE NON-REFUNDABLE

Sales Total	\$1,375.00
Freight	100.00
Install	.00
Misc.	.00
Taxable	1,375.00
Sales Tax	113.44
Order Total	\$1,588.44

Authorizing Signature _____ Print Name _____ Date _____

630-627-3031

630-627-3031

101440

Terminal ID: *****153
7/19/23 12:18 PM

Terminal ID: *****153
7/19/23 12:19 PM

VISA CREDIT - INSERT
AID: A0000000031010
ACCT #: *****8960

VISA DEBIT - INSERT
AID: A0000000031010
ACCT #: *****7217

ISSA'S VE
207 S. MA
BARTLET
Phone: (22

CREDIT SALE
UID: 320016826490 REF #: 0034
BATCH #: 009 AUTH #: 09525B

CREDIT SALE
UID: 320027422476 REF #: 0035
BATCH #: 009 AUTH #: 141796

Attn: JHOI

AMOUNT \$1000.00

SHIP TO

V'S VENEZUELAN FOOD
S. MAIN STREET
TLETT, IL 60103
ne: (224)806-8369

Attn: JHOFRAN LANTEN

APPROVED

APPROVED

ARQC - A5C135C46DABC325

ARQC - 24832F2600C69E04

CUSTOMER COPY

CUSTOMER COPY

Order 131443

Ord	Inv
1	0
1	0

108429 \ AVANTCO 6' 3-DOOR 18 PAN SANDIWCH EA
PREP TABLE

Terms			Page
net Price	Disc	Disc. Price	1 Of 1
130.00	.00%	130.00	Extended 130.00
1,245.00	.00%	1,245.00	Extended 1,245.00

Items are subject to a 25% restocking charge. SERVICE CHARGE of 1.5% per month (18% added to past due accounts. UEQ assumes no responsibility for any product loss as a result of refrigeration failure. Equipment listed above shall remain the property of UEQ until payment is paid in full. Limited 30 day warranty on parts and labor under normal usage shall apply to above equipment unless otherwise stated. After 30 day warranty expires on used equipment purchase, UEQ Corp., D/B/A March Equipment Co., is held harmless due to any equipment failure. WARRANTY AND FREIGHT ARE NON-REFUNDABLE

Sales Total	\$1,375.00
Freight	100.00
Install	.00
Misc.	.00
Taxable	1,375.00
Sales Tax	113.44
Order Total	\$1,588.44

Signature

Print Name

Date

MARCH EQUIPMENT LLC

March Equipment
 930 W. Fullerton Avenue
 Addison, IL 60101
 Phone: (630)627-3031
 Fax: (630)627-3050

Order Date	Order #
07/25/2023	131469

Deposit Receipt

BILL TO
ISSA'S VENEZUELAN FOOD 207 S. MAIN STREET BARTLETT, IL 60103 Phone: (224)806-8369 Attn: JHOFRAN LANTEN

Quantity #
19938

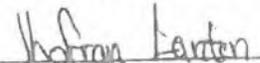
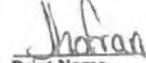
SHIP TO
ISSA'S VENEZUELAN FOOD 207 S. MAIN STREET BARTLETT, IL 60103 Phone: (224)806-8369 Attn: JHOFRAN LANTEN

Order #	Salesperson	Customer PO	Ship Via	Terms	Page
131469	MARSHALL LOEB		CUSTOMER PICK UP	CASH, CREDIT CARD, CASHIERS	1 Of 1

Ord	Inv	B/O	Item #	Description	UOM	Unit Price	Disc %	Disc Price	Extended
1	0		109056	30" X 60" S/S OPEN BASE TABLE WITH OVERSHELF	EA	345.00	.00%	345.00	345.00
1	0		109112	30" X 48" ALL S/S TABLE ON CASTERS	EA	345.00	.00%	345.00	345.00

All returns are subject to a 25% restocking charge. SERVICE CHARGE of 1.5% per month (18% APR) added to past due accounts. UEQ assumes no responsibility for any product loss as a result of refrigeration failure. Equipment listed above shall remain the property of UEQ until invoice is paid in full. Limited 30 day warranty on parts and labor under normal usage shall apply to the above equipment unless otherwise stated. After 30 day warranty expires on used equipment purchase, UEQ Corp., D/B/A March Equipment Co., is held harmless due to any equipment failure.
 DELIVERY AND FREIGHT ARE NON-REFUNDABLE

Sales Total	\$690.00
Freight	.00
Install	.00
Misc.	.00
Taxable	690.00
Sales Tax	56.92
Order Total	\$746.92



 _____ Date _____
 Authorizing Signature Print Name

ADDISON IL 60101
630-627-3031

930 W. Fullerton Avenue
Addison, IL 60101
Phone: (630)627-3031
Fax: (630)627-3050

Terminal ID: *****154 *****
7/25/23 11:21 AM

Deposit Receipt

Discover Credit - INSERT
AID: A0000001523010
ACCT #: *****1923

CREDIT SALE
UID: 320610895185 REF #: 0047
BATCH #: 015 AUTH #: 02550B
AMOUNT \$746.92

APPROVED

ARQC - 39D8A4B1DE683B7E

CUSTOMER COPY

Customer #
19938

SHIP TO
ISSA'S VENEZUELAN FOOD
207 S. MAIN STREET
BARTLETT, IL 60103
Phone: (224)806-8369
Attn: JHOFRAN LANTEN

Customer PO	Ship Via	Terms	Page		
	CUSTOMER PICK UP	CASH, CREDIT CARD, CASHIERS	1 Of 1		
Item	UOM	Unit Price	Disc	Disc Price	Extended

		1" S/S OPEN BASE TABLE WITH	EA	345.00	.00%	345.00	345.00
1	0	109112 \ 30" X 48" ALL S/S TABLE ON CASTERS	EA	345.00	.00%	345.00	345.00

All returns are subject to a 25% restocking charge. SERVICE CHARGE of 1.5% per month (18% APR) added to past due accounts. UEQ assumes no responsibility for any product loss as a result of refrigeration failure. Equipment listed above shall remain the property of UEQ until invoice is paid in full. Limited 30 day warranty on parts and labor under normal usage shall apply to the above equipment unless otherwise stated. After 30 day warranty expires on used equipment purchase, UEQ Corp., D/B/A March Equipment Co., is held harmless due to any equipment failure.
DELIVERY AND FREIGHT ARE NON-REFUNDABLE

Sales Total	\$890.00
Freight	.00
Install	.00
Misc.	.00
Taxable	690.00
Sales Tax	56.92
Order Total	\$746.92

Jhofran Lanten

Authorizing Signature

Jhofran

Print Name Date



2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

June 15, 2023

Issa's Restaurant & Bar
Attn: Jhofran Lanten
207 S. Main Street
Bartlett, IL 60103
Via Email:
Via Phone: 224/806-8369

Re: Ansul Fire Suppression System Installation- 207 South Main Street, Bartlett, IL 60103

Dear Jhofran:

Fox Valley Fire & Safety is pleased to submit our quote for the Ansul kitchen hood fire system at the above referenced project. Based on my site survey and the information provided, Fox Valley Fire & Safety proposes the following:

Fox Valley Fire & Safety will provide all Ansul equipment, nozzles, seals, plugs, detectors, brackets, fusible links, hand-pull, hand-pull cover, wire rope, cartridge, miscellaneous pipe & fittings, chrome on exposed piping and non-union labor to install a Ansul R102 6-gallon system for appliance specific protection of the existing 12ft. hood. We will also relocate the hand-pull to the back of the kitchen. Fox Valley Fire & Safety will also provide fire system drawings for submittal into the Village of Bartlett, permitting and final testing with Bartlett Fire Department. Upon completion, the system will be activated, certified and tagged.

Your cost for this package.....	\$	5,096.04
CAD submittal drawings.....	\$	195.00
Ansul Sentry 10lb. ABC fire extinguisher & Sign (Bar).....	\$	146.00
Illinois state sales tax.....	\$	309.57
Estimated permit fee for the Village of Bartlett.....	\$	275.00
Final acceptance testing with Bartlett Fire Department.....	\$	<u>395.00</u>
Your total cost for this work.....	\$	6,416.61

Exclusions:

1. Union labor
2. Electrical labor
3. Fire alarm labor
4. Premium-time labor
5. Installation of gas valve

Clarifications:

1. Fire alarm and electric shutdown tie into the Ansul (by others) needs to be completed before final testing. (I believe this is already completed)
2. Fox Valley Fire will be using the existing automan, mechanical gas valve, tanks, and hoses. If any of these are found to be non-operational additional fees will apply
3. Bartlett may decide to send this for review to FSCI, if so, review fees, permit fees, final testing and drawings fees will increase and apply

June 15, 2023

Issa's Restaurant & Bar

Attn: Jhofran Lanten

207 S. Main Street

Bartlett, IL 60103

Via Email: jhofran.lanten@issa.com

Via Phone: 224/806-8369

Re: Ansul Fire Suppression System Installation- 207 South Main Street, Bartlett, IL 60103

Please sign and return this proposal to me at your earliest opportunity. Upon receipt of your signed approval, we can begin drawings for submittal into the Village of Bartlett.

We appreciate the opportunity to provide you with this quote. Please let me know if you have any questions or if I may be of further assistance.

Respectfully,

Andy Blachowicz

Fire Protection Specialist

Direct Line: 847/695-5990 ext.306

Cell Phone: 630/800-0424

***There may be a 50% down payment required prior to submittal and processing work orders for scheduling.**

*Credit Terms:

1. All orders are subject to credit approval and may require a deposit, prior arrangements not withstanding.
2. Payment Terms can be established by contacting our Accounts Receivable Department at 224-293-5308 or 224-293-5304

Approval:

My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal

Jhofran Lanten
Authorized Signature

Jhofran Lanten
Printed Name

Owner
Title

06/19/23
Date



ONE COMPANY DOES IT ALL

2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

July 24, 2023

Lynch Properties – 1245 Waukegan (Glenview)
Attn: Chris Verzevoulis, VP Property Management
6625 N Avondale Avenue
Chicago, IL 60631
Phone: 773-792-3000 Ext. 228
Fax:
Email: chrisv@troyrealtyltd.com

**Project: Bartlett Center
201-233 S Main Street
Bartlett, IL 60103**

Dear Chris:

Fox Valley Fire & Safety was recently onsite for fire alarm service call at the above referenced location on 06/23/23. During this service, our technician noted the fire alarm control panel was in "Supv for Duct Det (M33:-P27) upon arrival. Located and cleaned duct detector in Suite 207 kitchen office. Found signs of water damage on device and found cover loosely mounted. Reset the fire alarm control panel and supervisory remained clear. **Recommend returning to replace the water damaged duct detector at your earliest convenience.** Fox Valley Fire & Safety proposes to provide the following:

Fire Alarm System Equipment and Scope of Work:

- 1 - System Sensor InnovairFlex Duct Smoke Detector
- 1 - Air Sampling Tube
- 1 - Labor to replace device, test and final checkout

Your approximate cost for this package\$ 930.00

Please Note:

- A new proposal will be provided for additional equipment or work, if required.
- **The above is an approximate estimate for labor and materials and will be billed on a time and materials basis at \$182.00 per hour.**

Exclusions to this proposal are:

1. Products or services not listed above
2. Additional requirements from the local Fire Department
3. Premium time labor
4. Sales Tax
5. Fuel Surcharge
6. Freight or Shipping



ONE COMPANY DOES IT ALL

2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com
Fax 847-695- FOXX (3699)

To:	Chris Verzevoulis	From:	Dale Pope
Company:	Bartlett Center	Date:	July 24, 2023
Email:	chrisv@troyrealtytld.com	Pages (incl cover)	3
Phone:	773-792-3000	Direct Phone:	224-293-5377
Re:	Fire Alarm Service (Proposal)	Direct Fax:	224-293-5378

Urgent For Review Please Reply

Bartlett Center

201-233 S Main Street

Bartlett, IL 60103

Six Areas of Service and Protection

- Fire Alarm:** Voice Evacuation, Elevator Recall and Area of Rescue Assistance Systems
- 24-Hour Monitoring Service - Fire Alarm and Security Systems:** Central Station, Direct Connect and Radio Networks as well as Municipal Keltron Radio Networks
- Fire And Safety Products:** Fire Extinguishers and Cabinets, Restaurant Kitchen Hood Fire Suppression Systems, Emergency and Exit Lighting and On-Site Fire Training
- Security:** Security, Card Access, Apartment Access, Camera Security (CCTV), Door Entry Systems, Medical Alert, Home, Music/Security Intercom and Central Vacuum Systems
- Engineered Fire Suppression:** FM200, Sapphire, CO2, Dry Chemical, Halon, Engineered, Vehicle Systems and Fire Door Testing
- Sprinkler Service:** System Service, Backflow and Fire Pump Testing

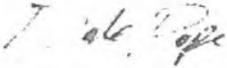
If you do not receive all pages, please call 847-695-5990 as soon as possible so we can fax it again.

Bartlett Center (Service Call Related Repairs)
July 24, 2023
Page 2

Please approve, date and fax this document to my attention at your earliest opportunity. Upon receipt of your approval, we will contact you to schedule this important life safety work.

I look forward to partnering with you on this project and appreciate your careful consideration. If you have any questions or if I may be of further assistance, please feel free to contact me at 847-695-5990, ext 255 or via e-mail at dalepope@foxvalleyfire.com.

Respectfully,



Dale Pope
Fire Protection Specialist

cc: Jason Matousek

Credit Terms:

1. All orders are subject to credit approval and may require a deposit; prior arrangements not withstanding.
2. Payment Terms can be established by contacting our Accounts Receivable Department at 224-293-5308 or 224-293-5304.

Approval:

My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal.

Jhofran Lanten
Authorized Signature

Jhofran
Printed Name

Owner
Title

07/26/23
Date

224 806 8369
Scheduling Contact/Number

Jhofranlanten@gmail.com
Scheduling Email



376 W. North Avenue
Lombard, IL 60148

Phone 630-613-8535
Fax 331-307-7947

Page 1/2

Sold To

Issa's Venezuelan Food
6813 Plumtree
Hanover Park IL 60133

Ship To

Issa's Venezuelan Food
6813 Plumtree
Hanover Park IL 60133

Customer # 0012961	Order Date 07/12/2023	Sales Order # EQ087664	Buyer	Customer PID #	Ship Via	Salesman CL
Invoice # PEQ88793	Invoice Date 07/12/2023	Ship Date	Freight Terms PREPAID	Job Number	Terms Due on receipt	

LN	QTY ORD	QTY SHIP	QTY B/O	QTY PICK	PRODUCT DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	0	1		DAC-DCGM48 Griddle, Gas, Countetop - 48" W - 4 Burners, Nat. Gas MFG# DCGM48 * Above is a special order & * * Non-Returnable item x: _____ *	EA	1315.00	\$0.00
Credit Card....					Name.....	TransactionID	ApprovalCd	
/S xxxxxxxx					CARDHOLDER/VISA	CNP-5126090709 032317		\$1
					Application ID: A0000000980840.			
					Application Label: US DEBIT			
					Pin Statement: PIN Verified			
					Open Sales Order....	1,446.50		
					Invoice Total.....	0.00		
					<u>Prior</u> Payments.....	0.00		
					Shipments.....	0.00		
					Deposit Avail.	0.00		
				Payment Received.....	1,446.50		
					<u>Balance</u> Sales Order.	1,446.50		
					Deposit.....	1,446.50		
					Due.....	0.00		

[CONTINUED]

Invoice 100

Fresh Ink Graphics LLC

Address 892B Anita Av Antioch IL 60002
872.222.8715
Email. info@finkgraphics.com



Bill To Invoice Date 07/12/2023
Issas Venezuela
restaurant Bar
207 Main Street South Bartlett il 60103

Description	Amount
new acrylic signs with led lights with installation sizes 6ft x30inch	5,000.00

Total \$5,000.00

Terms & Conditions

method of payment 50% in the beginning of the job and 50% when the job is completed

all fees or cost of permits is by the owner

1020 E LAKE COOK RD
BUFFALO GROVE, IL 60089
(847)520-6100

7/20/2023 4:15:26 PM

Reference Number: 536575999
Total: USD\$ 315.77
Transaction Type: Sale
Transaction Status: Pending Settlement
Card Type: VISA DEBIT
Card Brand: Visa
Card Number: xxxxxxxxxxxx7217
Entry Method: Chip
Approval Code: 191151
Approval Message: APPROVAL 191151
AVS Result: 0
Customer Name: LANTEN, JHOFRAN J
Invoice: 2840472

CVM: SIGN

--- EMV Details ---
AID: A0000000031010
TVR: 8000000000
IAD: 06011203A08000
TS1: 6800
ARC: 00



... ..
... ..
... ..
... ..

X
Please sign here to agree to payment.

EMV: TIME RESISTANT
EXTING VALUE GEAR: 15

THIS COPY IS FOR YOUR RECORDS ONLY
IF YOU RECEIVED THIS VIA EMAIL

7/20/23
VISA
[Signature]



DRAFT MINUTES FROM AUGUST 14, 2023 ECONOMIC DEVELOPMENT COMMISSION MEETING

Issa's Venezuelan Restaurant BEDA Application

Mr. Fradin presented the BEDA Application from Issa's Venezuelan Restaurant. Staff is recommending a \$17,000 BEDA Grant for the restaurant buildout.

Commissioner Lewensky asked if the \$17,000 had anything to do with budget constraints. Also, these receipts seem a little less detailed than other applications in the past. Did staff look into the contractors to ensure they are legitimate.

Mr. Fradin stated it did not have anything to do with budget constrictions.

Mr. Skrycki stated that staff audits the receipts before any checks are disbursed. This is also aided by the permitting process as well.

Commissioner Gorski asked if one of the contractor names was spelled correctly as it states "Hadyman" instead of "Handyman".

Mr. Malvestuto stated that is his business, and that is how they spell it.

Commissioner Perri asked how large the space is.

Mr. Fradin stated it is about 3,000 square feet (old O'Hare's and Trackside location).

Mr. Malvestuto (On behalf of Ms. Estrada) stated that the seating capacity will be about 100 people and will have around 28 tables.

Mr. Ohlson asked if this will replace the other location or be in addition to.

Mr. Malvestuto (on behalf of Ms. Estrada) stated that it is in addition to.

Commissioner Gorski asked if staffing is in place to open on time.

Mr. Malvestuto (on behalf of Ms. Estrada) stated we are planning to hire 12 employees.

Commissioner Perri stated that he has not had the pleasure of eating Venezuelan food. When I come into your restaurant, what are a couple of things you would recommend to me?

Mr. Malvestuto (on behalf of Ms. Estrada) stated they have a lot of delicious options. We have breakfast food like arepas. We have empanadas, Venezuelan style barbecue, some hamburgers, sandwiches, etc.

Commissioner Erickson asked about hours.

Mr. Malvestuto (on behalf of Ms. Estrada) stated 9 a.m. to 11 p.m.

Commissioner Erickson asked about who their target audience is.

Mr. Malvestuto (on behalf of Ms. Estrada) stated that they want to be something different that offers something unique to Bartlett and added that the built-in base from their other location will contribute to the word-of-mouth marketing.

Commissioner Densford stated that he has been to their other location and complimented the restaurant. He stated it's always busy. He added that based on his customers, there are a lot of Venezuelan people in town, and this business will be welcomed.

Commissioner Lewensky asked about the length of the lease.

Mr. Malvestuto (on behalf of Ms. Estrada) stated it is five years.

Mr. Fradin added that he will also help market this business, like all others, through small business Saturday, the cocoa crawl, etc.

Commissioner Erickson also recommended the chamber as a resource.

Commissioner Perri welcomed the petitioners to Bartlett, and stated as an American he is proud of the petitioners.

Commissioner Gorski asked for clarification on the hours and the number of employees, as 12 employees for the number of hours they are open doesn't make sense.

Mr. Malvestuto (on behalf of Ms. Estrada) stated that is their goal to get to that many hours, but initially, they will do what they can with the minimum 12 employees they are starting with. The goal would be to increase staff with demand.

Commissioner Perri moved to recommend a BEDA grant in the amount of \$17,000 to the Village Board. Seconded by Commissioner Erickson.

AYES: Commissioners Densford, Erickson, Gorski, Ohlsen, Lewensky, Perri,
Suffern

NAYS: None

MOTION CARRIED



Agenda Item Executive Summary

Item Name Halloween Funfest 2.0 and Parade

Committee
or Board Board

BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

The Arts in Bartlett is requesting a parade permit for a Halloween Parade with a 10:00 a.m. start on Saturday, October 28, 2023. Participants will start at village hall, head north on Main St, ending at the Bartlett Depot Museum.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated September 26, 2023

Parade Route

Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the parade permit request submitted by Arts in Bartlett for the Halloween Parade on October 28, 2023

Staff: Samuel Hughes, Sr. Management Analyst

Date: 09/26/2023

Memorandum

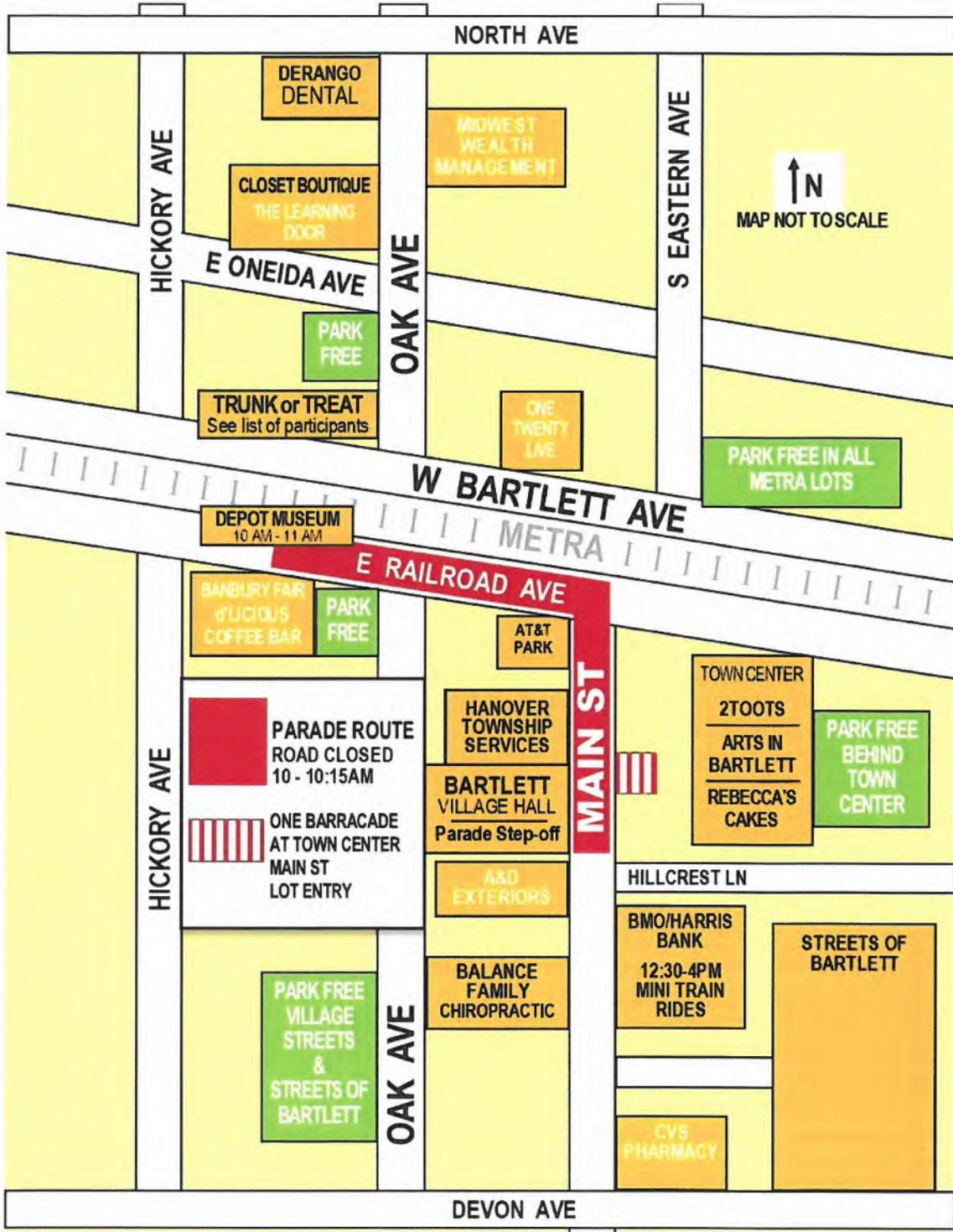
To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: 09/26/2023
Re: Halloween Funfest 2.0 and Parade

The Arts in Bartlett is requesting a parade permit for the Halloween Parade on Saturday, October 28th at 10:00 a.m. The parade will be limited to walking groups, pulled wagons and strollers. Participants will line up in the Village Hall parking lot at 9:30 a.m. The parade will begin at Village Hall, heading north on Main St, ending at the Bartlett Depot Museum. The Police Department is aware of the route and has no concerns.

The appropriate certificate of insurance has been submitted and was approved by the village attorney. A copy of the parade route is also attached.

Motion

I move to approve the parade permit request submitted by the Arts in Bartlett for the Halloween Parade on October 28, 2023.



NORTH AVE

HICKORY AVE

DERANGO DENTAL

CLOSET BOUTIQUE
THE LEARNING DOOR

MIDWEST WEALTH MANAGEMENT

S EASTERN AVE



MAP NOT TO SCALE

E ONEIDA AVE

OAK AVE

PARK FREE

TRUNK or TREAT
See list of participants

ONE TWENTY LIVE

PARK FREE IN ALL METRA LOTS

W BARTLETT AVE

DEPOT MUSEUM
10 AM - 11 AM

METRA

E RAILROAD AVE

BANBURY FAIR
DELICIOUS COFFEE BAR

PARK FREE

AT&T PARK

HICKORY AVE

PARADE ROUTE
ROAD CLOSED
10 - 10:15AM

HANOVER TOWNSHIP SERVICES

BARTLETT VILLAGE HALL
Parade Step-off

MAIN ST

TOWN CENTER
2TOOTS
ARTS IN BARTLETT
REBECCA'S CAKES

PARK FREE
BEHIND TOWN CENTER

ONE BARRACADE
AT TOWN CENTER
MAIN ST
LOT ENTRY

A&D EXTERIORS

HILLCREST LN

PARK FREE
VILLAGE STREETS &
STREETS OF BARTLETT

OAK AVE

BALANCE FAMILY CHIROPRACTIC

BMO/HARRIS BANK
12:30-4PM
MINI TRAIN RIDES

STREETS OF BARTLETT

CVS PHARMACY

DEVON AVE



ARTSINB-01

LANJA2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2023

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

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

PRODUCER Arachas Group LLC 852 W. Bartlett Road Bartlett, IL 60103	CONTACT NAME: PHONE (A/C, No, Ext): (630) 289-4410 FAX (A/C, No): (630) 289-7726 E-MAIL ADDRESS: certificates@arachasgroup.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Insurance Co. NAIC/# 22292	
INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED Arts In Bartlett Sue Stocks 215 S Main St. Bartlett, IL 60103	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		OBCD923767	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Halloween Fun Fest 2.0, October 28, 2023, 10 am - 2pm

If required by written contract, the following are additional insureds with respect to the General Liability coverage:

- 1) The Village of Bartlett, President and Board of Trustee, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village
- 2) Bartlett Park District

CERTIFICATE HOLDER**CANCELLATION**

Village of Bartlett 228 South Main Street Bartlett, IL 60103	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--



Agenda Item Executive Summary

Item Name Approval of CBA with International
Operating Engineers, Local 150 Committee
or Board Board

BUDGET IMPACT

Amount: N/A

Budgeted

List what
fund

EXECUTIVE SUMMARY

The following summarizes operational and economical changes mutually agreed upon by the Village and Public Works Union:

The regular work schedule will be adjusted to 7:00 am to 3:00 pm (Monday to Friday), with the consolidation of two paid 15-minute work breaks into a single 30-minute paid meal period.

The probationary period for new employees will be extended from 6 months to 12 months.

Employees will have the flexibility to use personal time in 1-hour increments, as opposed to the previous requirement of 4-hour increments.

Up to 6 days of annual sick leave can now be used for absences related to illness, injury, or medical appointments for family members in accordance with the state's Employee Sick Leave Act.

Merit increases for performance ratings of Exemplary and Superior will see a 0.5% scale increase.

Wages will increase by 4.0% for each of the three fiscal years (23/24, 24/25, and 25/26).

ATTACHMENTS (PLEASE LIST)

Memo Summarizing Changes to CBA Language

Resolution approving CBA between Village and Public Works Union

Appendix A ~ Collective Bargaining Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

Motion: I move to approve Resolution 2023- ____, a Resolution Approving an Agreement Between the Village of Bartlett and the International Union of Operating Engineers, Local 150 Public Employees Division

Staff: Janelle Terrance, Human Resources Director

Date: 09/25/2023

Memorandum

To: Village Board
From: Janelle Terrance, Human Resources Director
Date: September 25, 2023
Re: Collective Bargaining Agreement with Local 150

We are pleased to inform you that a historic milestone has been achieved in our negotiations with the Public Works Union, Operating Engineers Local 150. The union membership has unanimously ratified the new Collective Bargaining Agreement (CBA), marking the first time in the history of our negotiations with this union that such unanimous agreement has been reached.

The key highlights of this new CBA include operational and economic changes that have been mutually agreed upon:

- The regular work schedule will be adjusted to 7:00 am to 3:00 pm (Monday to Friday), with the consolidation of two paid 15-minute work breaks into a single 30-minute paid meal period.
- The probationary period for new employees will be extended from 6 months to 12 months.
- Employees will have the flexibility to use personal time in 1-hour increments, as opposed to the previous requirement of 4-hour increments.
- Up to 6 days of annual sick leave can now be used for absences related to illness, injury, or medical appointments for family members in accordance with the state's Employee Sick Leave Act.
- Merit increases for performance ratings of Exemplary and Superior will see a 0.5% scale increase.
- Wages will increase by 4.0% for each of the three fiscal years (23/24, 24/25, and 25/26).

This achievement reflects a positive outcome in our negotiations and is a testament to the collaborative spirit between the village and the union.

We believe that this agreement aligns with the best interests of both parties and will contribute to a harmonious and productive working relationship moving forward.

I move to approve Resolution 2023- ____, a Resolution Approving an Agreement Between the Village of Bartlett and the International Union of Operating Engineers, Local 150 Public Employees Division

RESOLUTION 2023 - _____

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEES DIVISION

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: **APPROVAL.** The Agreement between the Village of Bartlett and the International Union of Operating Engineers, Local 150 Public Employees Division for the years 2023 through 2026 (the "Agreement"), is hereby approved in substantially the form attached hereto as Exhibit A.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

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 2023 - _____ enacted on October 3, 2023, and approved on October 3, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Agreement between the Village of Bartlett and the International Union of Operating Engineers, Local 150 Public Employees Division for years 2023-2026

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AGREEMENT
VILLAGE of BARTLETT
and
INTERNATIONAL UNION OF OPERATING
ENGINEERS, Local 150
PUBLIC EMPLOYEES DIVISION
2023-2026

PREAMBLE

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

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

ARTICLE I RECOGNITION AND REPRESENTATION

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

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

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

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

ARTICLE II NON-DISCRIMINATION

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

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

ARTICLE III DUES CHECKOFF

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

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

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

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

ARTICLE IV UNION RIGHTS

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

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

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

ARTICLE V MANAGEMENT RIGHTS

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

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

ARTICLE VI LABOR MANAGEMENT COMMITTEE

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

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

ARTICLE VII
HOURS OF WORK AND OVERTIME

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

Section 2. Regular Work Day. The regular work day for employees shall be eight consecutive hours, which shall include a paid thirty (30) minute meal period. The parties agree that the paid meal period is in lieu of paid breaks, and that employees taking unauthorized breaks may be subject to appropriate disciplinary action.

Section 3. Regular Work Schedule.

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

Section 4. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work cycle (Monday through Sunday), provided that employees shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked on a Sunday. For purposes of overtime eligibility only, paid time off in the form of vacation, personal leave, holiday leave, funeral leave and compensatory time will be counted as hours worked. Hours worked shall not include any uncompensated periods, paid sick leave or any other paid leaves of absence.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor.

Section 5. Compensatory Time. In lieu of overtime pay under Section 4, the employee may elect compensatory time, until the employee accumulates a maximum of 40 hours of compensatory time. The amount of compensatory time shall be computed on the same basis as overtime pay, i.e., if the hours worked are in excess of forty hours in the employee's work cycle, 1-1/2 hours of compensatory time shall be granted for each additional hour actually worked. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Director of Public Works or the Director's designee, but any such comp time shall be used in 1-hour increments.

Section 6. Break during Unscheduled Overtime. If an employee is required to work unscheduled overtime of three (3) or more hours in a specific instance, the employee will normally be given an opportunity to observe a paid fifteen minute break.

Section 7. Call In Pay. An employee covered by this Agreement who is called back to work after having left work shall be paid for a minimum of two (2) hours' work at time and a half. The two hour call in pay shall begin upon the employee's return to the workplace. This Section shall not apply to a holdover contiguous to an employee's scheduled working hours. (E.g., if an employee is held over for 1 hour past his/her normal shift ending time, such employee will not be eligible for the call in pay specified in this section.) This section shall not be applicable to scheduled overtime.

Section 8. No Pyramiding. Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving the meaning, interpretation or application of an express provision of this Agreement. The Union shall have the right to file a grievance on its own behalf if the grievance is filed on behalf of three (3) or more bargaining unit members or if the grievance does not involve discipline.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX NO STRIKE-NO LOCKOUT

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

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

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

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

ARTICLE X
SENIORITY AND PROBATIONARY PERIOD

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

Section 2. Probationary Period. All new employees and those hired after loss of seniority, who are hired after September 19, 2023 shall be considered probationary employees until they complete a probationary period of at least twelve (12) months of actual work. The Village may, at its sole discretion, extend any employee's probationary period until such time as an employee obtains a required license or certification, for up to an additional three (3) months of work. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the termination of a probationary employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI
SICK LEAVE

Section 1. Purpose. Sick leave with pay is a privilege to be used for the employee's own non-work related personal disability or personal illness. Provided, however, an employee may use up to six days of their annual accrued sick leave for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for the personal care of a covered family member on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury. An employee may request advance approval from the Director of Public Works or the Director's designee to use sick leave to attend to a necessary medical or dental appointment which cannot be scheduled during non-work hours. Taking unjustified sick leave shall be considered just cause for serious disciplinary action, up to and including dismissal.

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

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

Section 4. Medical Verification. As a condition to eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday; or in such other circumstances as may be deemed appropriate by the Director of Public Works or the Human Resource Director. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense, for the purpose of determining the employee's fitness for duty.

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

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

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

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

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

ARTICLE XII HOLIDAYS AND PERSONAL DAYS

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

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

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

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

In the event the Village recognizes an additional paid holiday for any other bargaining unit, the Village will provide that holiday to this bargaining unit at the same time on the same terms.

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

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

Section 4. Personal Leave. The personal leave days described in Section 1 of this Article are accrued as of May 1 of each new Village fiscal year. Whenever possible, employees desiring to use personal leave shall submit a written request on a form designated by the Village for approval by the Public Works Director or his designee at least seven (7) calendar days prior to the requested date of personal leave, unless this requirement is waived in a specific instance by the Public Works Director or his designee. Personal leave may not be taken in increments of less than one half (1/2) day, unless otherwise approved by the Director of Public Works or his designee in a specific instance. It is expressly understood that the final right to approve or deny a request to utilize personal leave is reserved by the Director of Public Works.

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

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

ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE

Section 1. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, child (natural, step or adopted), parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-

law, sister-in-law, grandparent, and grandchild), an employee shall be granted up to three (3) consecutive work days off with pay, if necessary, as funeral leave if the employee attends the funeral. An employee shall provide satisfactory evidence of the death of a member of the immediate family, if so requested by the Village. When special circumstances warrant extended leave, an additional two (2) days may be granted at the discretion of the Director of Public Works or, in his absence, the Village Administrator.

Section 2. Jury Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror.

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

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

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

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

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

Section 8. Non-employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere

(including self employment) while on any leave of absence provided in this Article or Agreement may be immediately terminated by the Village. This Section shall not apply when an employee is on vacation, on a paid holiday or using Personal Leave or comp. time under this Agreement.

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

ARTICLE XIV
VACATIONS

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

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

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

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

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

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

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

Section 4. Vacation Scheduling. Vacations shall be scheduled on a calendar year basis. Employees shall submit a written request to use earned vacation not less than fourteen

(14) days prior to the date the vacation would begin. (The Director may, in his sole discretion, consider a vacation request with less notice in a specific instance.) Vacation may not be taken in increments of less than one half (1/2) day. All vacation requests are subject to advance approval by the Director of Public Works or his designee. It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Village Public Works Director in order to ensure the orderly performance of services provided by the Village.

Section 5. Vacation Accumulation. An employee must utilize vacation time during the anniversary year in which it is earned, provided that an employee may carry over not more than two (2) times their annual vacation time from one anniversary year to the next, i.e., the employee's current year of vacation accrual plus the prior year of vacation accrual. Except as otherwise provided herein, unused vacation time will be forfeited if it is not used during the anniversary year in which it is earned. An employee may not utilize vacation before it has actually been accrued.

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

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

ARTICLE XV WAGES

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

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

Note: The above adjustments provide for a 4.02.25% increase in regular base pay retroactive to May 1, 2023 for those employees in the bargaining unit on the date this Agreement is approved by the Village Board, a 4.02.5% increase effective May 1,

2024, and a 4.0 increase effective May 1, 2025, pursuant to Appendix A, attached.

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

Section 2. Merit Increases.

During each of the Fiscal Years covered by this Agreement (2023-24, 2024-25 and 2025-26) eligible employees may receive an annual merit increase (within their wage range) based upon the results of an annual performance evaluation rating, as determined by the Village, pursuant to the following schedule:

Unsatisfactory	0%
Needs Improvement	0%
Competent	1%
Exemplary	3.0%
Superior	3.5%

The annual merit increase will be retroactive to May 1 of each such fiscal year.

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

General. Notwithstanding the foregoing, any new probationary employee hired between November 1 and June 30 of a fiscal year shall not receive their first merit increase unless or until such employee successfully reaches their 6 month anniversary date. Any new probationary employee hired between July 1 and October 31 of a given fiscal year shall receive one half ($\frac{1}{2}$) of the merit percent specified above upon successful completion of their 6 month anniversary date, and be eligible for a full merit increase the following May 1st.

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

Note: Consistent with the foregoing, the annual merit increases for May 1, 2023 will be retroactive on all hours paid during the applicable year, for eligible employees in the bargaining unit upon settlement.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI INSURANCE

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

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

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

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

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

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

Section 3. Opt Out Benefit. Employees that are eligible for, or enrolled in, single Village health insurance coverage and elect not to enroll in the Village insurance plan, shall receive \$700 annually upon presenting proof, during the annual open enrollment period, that non-Village single health insurance has been obtained elsewhere. \$350 shall be paid in June of the health insurance year following the opt-out, and \$350 shall be paid in the following December of the health insurance year.

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

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

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

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

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

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

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

ARTICLE XVII
MISCELLANEOUS

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

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

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

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

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

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

In order to ensure a safe and productive workplace, the Village may require an employee at its expense, to undergo a physical and/or psychological examination by a qualified and

licensed physician or other medical expert designated by a physician selected by the Village, provided that cause for such an examination exists.

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

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

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

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

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

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

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

direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out. Following notice and an opportunity to meet, the Village reserves the right to proceed with such layoff.

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

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

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

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

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

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

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Director of Public Works any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for immediate termination. Nothing herein shall be construed to prohibit an employee's off duty purchase or possession of lawful drugs, including legally authorized sales of marijuana in Illinois.

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

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

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

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

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

This Section shall not apply to part-time employees.

Section 15. Uniforms & Workboots. The Village will contract with a uniform vendor selected by the Village, as the same may be changed from time to time by the Village. Employees will be given an allowance of \$550 each fiscal year to purchase clothing items

through the Village vendor. Once the allowance is spent the employee shall pay for all additional costs for clothing items. The clothing items available shall include:

- Short sleeve teeshirt
- Long sleeve teeshirt
- Sweatshirt
- Cotton pants
- Winter jacket
- Safety boots meeting ANSI 75 rating

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

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

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

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

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

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

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

ARTICLE XVIII
SAFETY

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

ARTICLE XIX
SAVINGS CLAUSE

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

ARTICLE XX
ENTIRE AGREEMENT

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

ARTICLE XXI
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

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

VILLAGE OF BARTLETT

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Date

Date

Bryan P. Diemer
Attorney

Date

Side Letter

This is a Side Letter to the 2023-2026 collective bargaining agreement between the Village of Bartlett (hereinafter referred to as the "Village") and International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union"). The Village and the Union hereby agree as follows:

1. Consistent with current practice, an employee may accrue up to 240 sick leave days for purposes of credit with IMRF upon retirement only. In no event may an employee accrue more than 180 days of sick leave for use as a Village of Bartlett employee or for purposes of any buyback benefit.
2. An employee's entitlement, if any, to IMRF service credit for accrued sick leave shall be governed by IMRF policies, rules or regulations, and is not, in any way, guaranteed by the Village.
3. This Side Letter shall not be subject to the contractual grievance and arbitration procedure.
4. This Side Letter shall automatically expire on April 30, 2026.

AGREED:

VILLAGE OF BARTLETT

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Date

Date

Bryan P. Diemer
Attorney

Date

**APENDIX A
PAY RANGES**

	5/1/2023		5/1/2024		5/1/2025	
	4.00%		4.00%		4.00%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Maintenance Worker I	\$26.89	\$38.40	\$27.97	\$39.94	\$29.09	\$41.54
Maintenance Worker II	\$29.53	\$42.13	\$30.71	\$43.82	\$31.94	\$45.57
Senior Maintenance Worker	\$31.90	\$45.53	\$33.18	\$47.35	\$34.51	\$49.24
Wastewater Operator I Water	\$30.60	\$43.70	\$31.82	\$45.45	\$33.09	\$47.27
Operator I						
Wastewater Operator II Water	\$32.23	\$46.01	\$33.52	\$47.85	\$34.86	\$49.76
Operator II						
Laboratory Technician	\$31.50	\$44.99	\$32.76	\$46.79	\$34.07	\$48.66
Custodian	\$24.00	\$34.28	\$24.96	\$35.65	\$25.96	\$37.08



Agenda Item Executive Summary

Item Name Construction Engineering Services Agreement
with Christopher B. Burke Engineering, Ltd. For Committee
Munger Rd. Culvert Replacement or Board Board

BUDGET IMPACT

Amount: \$39,050 Budgeted \$50,000

List what fund General Fund - Streets Division

EXECUTIVE SUMMARY

This agreement is for the construction engineering services for the culvert replacement at Munger Rd. Christopher B. Burke Engineering, Ltd. (CBBEL) did the design for the culvert replacement therefore, we believe they are most familiar with the improvements.

We recommend award of the Construction Engineering Services Agreement with CBBEL.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Christopher B. Burke Engineering, Ltd. Contract

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Construction Engineering Services Agreement With Christopher B. Burke Engineering, Ltd.

Staff: Dan Dinges, Director of Public Works

Date: 09/25/23

Memo

DATE: September 25, 2023
TO: Paula Schumacher
Village Administrator
FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Christopher B. Burke Engineering Ltd. Construction Engineering Services Agreement for the Munger Rd. Culvert Replacement

This agreement is for the construction engineering services for the culvert replacement at Munger Rd. Christopher B. Burke Engineering, Ltd. (CBBEL) did the design for the culvert replacement therefore, we believe they are most familiar with the improvements.

We recommend award of the Construction Engineering Services Agreement with CBBEL.

Motion: I move the Village Board approve Resolution 2023 - _____, a Resolution approving the Construction Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE CONSTRUCTION ENGINEERING SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND CHRISTOPHER B. BURKE ENGINEERING LTD.**

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 Engineering Services Agreement dated September 12, 2023 for the Munger Rd. Culvert Replacement (the "Project Work") in the amount of \$39,050, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Christopher B. Burke Engineering Ltd. subject to the terms and conditions of the defined Agreement.

SECTION TWO: that the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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

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

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 3, 2023

APPROVED: October 3, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on October 3, 2023 and approved on October 3, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 12, 2023

Village of Bartlett
Public Works Department
1150 Bittersweet Drive
Bartlett, Illinois 60103

Attention: Dan Dinges, PE

Subject: Professional Construction Engineering Services
Munger Road Culvert Replacement
Village of Bartlett, DuPage County, IL

Dear Mr. Dinges:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional construction engineering services related to the the Munger Road Culvert Replacement Project within the Village of Bartlett (Village) in DuPage County (County), IL. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Work consists of replacement of a 60-inch diameter Corrugated Metal Pipe (CMP) culvert under Munger Road with a 4'x7' Reinforced Concrete Box Culvert with end sections. Due to poor soils, helical pile foundations will be required. We are assuming that the contract will require four (4) weeks of work to complete. We are estimating full-time observation will be required for the construction of the foundation and precast culvert installation. Part-time services will be provided for the other items.

SCOPE OF SERVICES

Task 1 – Preconstruction Services:

CBBEL will perform the following tasks prior to the start of construction:

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Shop Drawing Review:

Review and comment on all Shop Drawing submittals required by the contract specifications.

Task 3 – Construction Observation and Documentation:

CBBEL will provide one full-time Resident Engineer for the duration of construction observation for the Munger Road Culvert Replacement Project. We have estimated a duration of 20 working days. This includes the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and advise when the Village should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract. Obtain and document all material inspections received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.

Task 4 – Record Drawings:

- Finalize a set of record drawings.

Task 5 – Post Construction: CBBEL will perform the following tasks once construction is complete:

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Once Contractor has fulfilled all obligations, prepare a final pay request for the Village's approval.

Task 6 – QA Material Testing:

- Testing Service Corporation will provide QA testing outlined in the IDOT Project Procedures Guide.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1 - Preconstruction Services	\$	2,500
Task 2 – Shop Drawing Review	\$	8,750
Task 3 - Construction Observation and Documentation (100 Hours)	\$	17,500
Task 4 - Record Drawings	\$	1,500
Task 5 - Post Construction	\$	2,500
Task 6 - QA Material Testing	\$	5,000
Direct Costs (Vehicle – 20 Working Days)	\$	1,300
Total		39,050

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,


Michael E. Kerr, PE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF BARTLETT:

BY: _____

TITLE: _____

DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



Agenda Item Executive Summary

Item Name AT&T License Agreement at Schick Water Tower Committee
or Board Board

BUDGET IMPACT

Amount:	+\$3,000/month	Budgeted	NA
List what fund	Water Fund		

EXECUTIVE SUMMARY

New Cingular Wireless (AT&T) has approached the Village to install cellular equipment at the Schick water tower. We currently have a T-Mobile license agreement on this tower. The agreement includes a monthly license fee of \$3,000.00 for the first five year term. The agreement includes six additional five year terms for a total of 35 years.

The Village Attorney and I have negotiated and reviewed this agreement with AT&T and believe this agreement is consistent with the existing agreements we currently have.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, License Agreement w/ Exhibits A, B, C, and D

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the non-exclusive license agreement between the Village of Bartlett and New Cingular Wireless PCS, LLC.

Staff: Dan Dinges, Director of Public Works

Date: 09/26/23

PUBLIC WORKS MEMO



DATE: September 26, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: AT&T License Agreement at Schick Water Tower

New Cingular Wireless (AT&T) has approached the village to install cellular equipment at the Schick water tower. We currently have a T-Mobile license agreement on this tower. The agreement includes a monthly license fee of \$3,000.00 for the first five-year term. The agreement includes six additional five-year terms for a total of 35 years.

The village attorney and I have negotiated and reviewed this agreement with AT&T and believe this agreement is consistent with the existing agreements we currently have.

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the non-exclusive license agreement between the Village of Bartlett and New Cingular Wireless PCS, LLC.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE NON-EXCLUSIVE
LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
NEW CINGULAR WIRELESS PCS, LLC**

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 Non-Exclusive License Agreement dated October 3, 2023, between the Village of Bartlett and New Cingular Wireless PCS, LLC (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

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 2023 - _____ enacted on October 3, 2023 and approved on October 3, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement (herein so called) is dated as of the latter of the signature dates below (the "Effective Date") by and between the VILLAGE OF BARTLETT, an Illinois home rule municipal corporation (the "Village" or "Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, the Village is the owner of certain real estate commonly known as the Schick Road Avenue Water Tower Property, located at 401 Schick Road, Bartlett, Illinois, which is legally described on Exhibit A (the "Water Tower Property"), improved with a water storage tank structure (the "Tower"); and

WHEREAS, Licensee desires to obtain a license to utilize a portion of the Water Tower Property for the purpose of the construction, operation and maintenance of radio communications facilities near the base of the Tower, and to install and operate certain transmit and receive antennas attached to certain portions of the exterior of the Tower as provided for herein; and

WHEREAS, Licensee also desires a license for ingress and egress and a construction license for constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements pursuant to this Agreement; and a utility license to be used for the purpose of the construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communications facilities and transmission lines as may be required in connection with the transmission and distribution of electricity, telephone and other communications, and sounds and signals;

NOW, THEREFORE, in consideration of the terms, conditions and license fees hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. a. The Village hereby grants a non-exclusive license to the Licensee for the Term as hereinafter defined in section 3 of this Agreement to utilize a 12 foot by 27 foot portion of the Water Tower Property near the base of the Tower, as legally described on the land survey with sheet titled "Plat of Survey" prepared by ASM Consultants, Inc. dated March 9, 2023 as the "Licensed Site" attached hereto as Exhibit B and depicted on the OVERALL SITE PLAN as the 12' x 27' Licensed Site area lying southwest of the Tower for the purpose of installing, maintaining, operating and replacing its radio communications facilities, and to construct a walk in cabinet structure and diesel generator as described in section 1.c. herein and depicted and described on the preliminary engineering plans, last revised March 6, 2023, prepared by Apex Engineering, Inc., copies of which are attached hereto as Exhibit C and incorporated herein (the "Engineering Plans"), together with a non-exclusive

access license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, to and from the Schick Road public right-of-way as legally described on the Plat of Survey attached as Exhibit B under the heading and as depicted thereon as the "Access and Utility Easement", and together with an eight (8) foot wide non-exclusive utility license area for the installation and maintenance of underground utility wires, cables, conduits, and pipes, subject to the terms and conditions herein, legally described on the Plat of Survey attached hereto as Exhibit B. The areas depicted on the Engineering Plans as the Utility License and the Access License are collectively referred to herein as the "Utility and Access License Areas". The Village grants an additional non-exclusive license to the Licensee to utilize space on the Tower as described and depicted on the Engineering Plans as further described herein in Exhibit C. The Licensed Site, the Access License, the Utility License and the Tower License are hereinafter collectively referred to as the "Licensed Premises." As used herein, "Facilities" include the equipment cabinet, Antennas, mounting brackets, utility lines, the Interior Cabling (both within the 12' x 27' Licensed Site and under the Utility License), electronic equipment, and support structures thereto. This license shall also run to the Licensee's employees, contractors, its contractor's subcontractors, consultants and agents acting on its behalf (collectively, the "Licensee's Agents") to install, construct, maintain and replace as authorized by the terms of this Agreement.

b. Licensee shall have access to the Licensed Site seven (7) days a week, twenty-four (24) hours a day. Notwithstanding the foregoing, Licensee shall reasonably notify the Village Public Works Department at 630-837-0811 in the event that Licensee requires access to the Water Tower during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday ("Business Hours"). In the event Licensee requires access to the Water Tower outside of Business Hours, on weekends, holidays or in the event of an emergency, Licensee shall contact the Village Director of Public Works, Dan Dinges, at 630-837-0811 in order to gain access to the Water Tower. Any and all construction work, including major repair, replacement or removal work shall be performed only between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays.

c. Licensee is hereby permitted to construct and install an equipment cabinet and diesel generator within a fenced area on the Licensed Site having external dimensions of approximately 12' in width by 25' in depth (the "Equipment Cabinet") in accordance with the final engineering plans approved by the Village Engineer, the Village Building Director and the Village Public Works Director (the "Final Engineering Plans"). Licensee is hereby permitted to install and affix certain equipment on the Tower as further described in Exhibit C and constructed and installed in strict accordance with the Final Engineering Plans and Village Public Works Director (the "Mounting Frames and Antennas"). Notwithstanding any provision in this Agreement to the contrary, Licensee shall install, maintain, operate, repair and replace the Mounting Frames and Antennas and other Facilities so as not to cause unreasonable interference with any pre-existing licensee's operations including but not limited to those of T-Mobile Central LLC ("T-Mobile") mounted on the top of the Tower and shall hold harmless, defend, and indemnify the Village for such interference as provided for in section 24.d. herein. Licensee acknowledges receipt

of the license agreement, site plan and the engineering plans relative to T-Mobile's approved communications facilities. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction, installation and compliance of Licensee's Facilities with all applicable federal, state and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction and installation, including, but not limited to, compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local, state, and federal requirements for construction activities upon public property. Licensee shall be responsible for all permit costs. Prior to the issuance of building permits, Licensee shall maintain and provide the Village with evidence of each of the insurance coverages specified herein in the amounts so specified.

2. a. Provided Licensee is not in default under this Agreement beyond any period allowed hereby for cure, Licensee shall have the right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Licensed Premises (as defined in section 1 above) all of which shall belong to and be removable by Licensee in accordance with section 9 of this Agreement. The Village agrees that Licensee shall have access to the Licensed Premises per section 1.b of this Agreement in order to conduct tests and to install, maintain, operate, replace or remove the Facilities pursuant to the Access License and subject to any conditions contained in this Agreement.

b. Prior to commencing construction and/or location of Facilities, including the construction of the Equipment Cabinet and the installation of the Antennas, Licensee shall submit to the Village a complete set of Licensee's engineering plans for construction on the site. Prior to affixing the Mounting Frames and Antennas, Licensee shall furnish the Village with a report from a licensed structural engineer in which said engineer opines that the Tower is structurally sound and will support the Mounting Frames and Antennas as designed under extreme weather conditions, including that they will withstand winds in excess of 75 mph. The Village shall review such plans within thirty (30) days of receipt of a complete set of said plans. If (i) the plans comply with all applicable federal, state and local codes, rules and regulations, including but not limited to the Bartlett Building Code, in which various national and electric codes are adopted, including the National Electric Safety Code and the National Electric Code (2017 edition) and the International Building Code (2018 edition) as the same may be amended from time to time, (ii) the Bartlett Building Division Manager determines that said proposed Facilities will not endanger any person or property, (iii) the Village Engineer determines that the proposed Facilities will not affect the structural integrity of the Tower, and (iv) the Village Public Works Director determines that the Facilities will not unreasonably interfere with the Village's current and/or future operations at the site, and/or with the operations and/or use of the Water Tower Property by the Village or any of the Village's licensees, lessees, invitees, or other permitted users, including but not limited to T-Mobile, then the Village shall promptly issue a building permit. Prior to

the receipt of such building permit, Licensee and its contractors, subcontractors and agents shall not begin construction on the Licensed Premises. The revised Engineering Plans to be approved by the Village Building Director, Village Engineer and Village Public Works Director are hereinafter referred to as the "Final Engineering Plans". Licensee shall cause all work performed hereunder and all equipment, materials, and goods installed and/or constructed hereunder to be in strict accordance with the Final Engineering Plans.

c. Notwithstanding any other provision of this Agreement to the contrary, Licensee shall not make any alterations, additions, installations, substitutes or improvements excluding routine maintenance and like-for-like replacements that are of substantially the same size, weight, and number of antennas and substantially the same mounting systems (hereinafter collectively called "Alterations"), which the Village has not approved pursuant to section 2.b. above, in and to the Licensed Premises and/or Utility and Access License Areas without first obtaining the Village's written consent. The Village shall not unreasonably withhold, condition or delay its consent; provided, Licensee shall have submitted new engineering plans and structural engineer's reports if the Alterations increase the number of antennas or the weight of any such antenna increases by more than ten (10) pounds or the mounting system or type will substantially change. However, the Village shall have no obligation to consent to Alterations that in the Village Engineer's reasonable opinion fail to comply with the requirements of section 2.b. above, or do not clearly evidence the increase or decrease in weight of the replacement and additional antennas or changes to the mounting system or types and the weight thereof. Licensee shall pay the Village's actual and reasonable costs not to exceed \$1,000.00 for reviewing or inspecting any proposed Alterations.

d. All work shall be done at reasonable times in compliance with hours allowed for construction under the Bartlett Building Code in a "first class" workmanlike manner, by contractors approved by the Village, according to the Final Engineering Plans approved by the Village, which consent shall not be unreasonably withheld or delayed. All work shall be done in compliance with all applicable laws, regulations and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters, Factory Mutual Engineering, or any other similar insurance body or bodies. Licensee shall be solely responsible for the effect of the Facilities and/or any Alterations on the Tower's structure or systems, notwithstanding that the Village has consented to the work, and shall reimburse the Village within forty-five (45) days after receipt of an invoice for any actual and reasonable costs incurred by the Village by reason of any faulty work or damage to the Tower caused by Licensee or its contractors, or subcontractors, employees or agents, except to the extent that such damage may be due to or resulting from the negligence or willful misconduct of the Village. Upon completion of the Facilities, including any Alterations, Licensee shall provide the Village with a complete set of "as-built" plans.

e. The parties agree that Licensee shall complete the initial construction of its communications facility in accordance with the Final Engineering Plans on or before the date that is twenty-four (24) months after the Village notifies

the Licensee that the Water Tower painting is complete and construction shall commence("Construction Completion Date").

f. Licensee shall keep the Licensed Premises and Access and Utility License Areas and Licensee's license interest herein free of any liens or claims of liens, and shall discharge any such liens within sixty days after notice from Licensor thereof. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Licensee in connection with any construction, installation, maintenance, repair, Restoration Work, as defined herein, or other work undertaken at any time by Licensee or on behalf of Licensee, its consultants, contractors, subcontractors, and/or agents in or upon the Licensed Premises and/or Access and Utility License Areas. Prior to the commencement of any work, including the installation of any Antennas, Cabinets, or other Facilities, Licensee shall furnish the Village with a performance bond, labor and material payment bond in the amount of \$100,000.00 and in the form attached hereto as Exhibit D, co-signed by a surety licensed by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of the A.M. Best's Insurance Guide to guaranty the performance of Licensee's obligations hereunder, including but not limited to completion of construction by the Construction Completion Date, payment of all construction, installation, and replacement costs, license fees, taxes, completion of removal and restoration work by the Restoration Completion Date, and payment of the Restoration Work costs, if any, as required under section 9 herein (the "Bond").

g. Licensee shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of the Village without first obtaining the prior written permission of the Village, such permission not to be unreasonably withheld, conditioned or delayed.

3. a. The initial term (the " Initial Term") of this Agreement shall be five (5) years, and shall commence upon the Effective Date and shall terminate on the fifth (5th) anniversary of the Effective Date, and provided that Licensee is not then in default under this Agreement beyond any period allowed hereby for cure. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SIX (6) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE "RENEWAL TERMS") AT THE MONTHLY LICENSE FEES DESCRIBED IN SECTION 3.b. HEREIN, UNLESS LICENSEE SHALL GIVE THE VILLAGE WRITTEN NOTICE AT LEAST 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT FIVE YEAR TERM OR RENEWAL TERM OF LICENSEE'S INTENTION NOT TO RENEW AND FURTHER PROVIDED THAT LICENSEE IS NOT IN BREACH OR DEFAULT HEREUNDER AT THE TIME OF THE RENEWAL AND THAT THIS AGREEMENT HAS NOT BEEN EARLIER TERMINATED. During the Initial Term and Renewal Terms of this Agreement, Licensee may terminate the Agreement only in accordance with the provisions of section 6, section 16, or section 29. The word "Term" as used herein shall be deemed to include not only the Initial Term but the

Renewal Terms as well, as and when the Renewal Terms commence unless sooner terminated under the terms hereof.

b. (1) Commencing the first day of the month following the date that the Licensee commences construction on the Water Tower Property and installs its antennas (the "Licensee Commencement Date") and on the first day of each month thereafter during the Initial Term, Licensee shall pay the Village a license fee in equal monthly installments of Three Thousand Dollars (\$3,000.00). A license fee for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The license fee shall be payable to the Village at 228 South Main Street, Bartlett, Illinois, 60103, Attention: Village Treasurer. The parties acknowledge and agree that the initial payment of the monthly license fee will be sent by Licensee within forty-five (45) days after the Licensee Commencement Date.

(2) Upon the commencement of each Renewal Term, the monthly license fee will increase by fifteen percent (15%) over the monthly license fee paid during the previous five (5) year term.

(3) The Village hereby agrees to provide to Licensee certain documentation (the "License Fee Documentation") evidencing Village's interest in, and right to receive payments under, this Agreement, specifically meaning that documentation necessary for Licensee to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including without limitation, IRS form W-9 and applicable state withholding forms, in a form reasonably acceptable to Licensee.

(4) As additional license fees, Licensee shall make a one-time payment to the Village as an economic incentive to induce the Village to enter this Non-Exclusive License Agreement with Licensee in the amount of Twenty Thousand and 00/100 dollars (\$20,000.00) ("One-Time Payment") payable within forty-five (45) days after Licensee installs the antennas on the Tower.

4. Licensee shall pay the entire cost of any utility service utilized by Licensee. Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event that the Licensee is unable to obtain separate electrical utilities, Licensee may terminate this Agreement.

5. The Utility License and Access License shall automatically terminate one hundred twenty (120) days after the termination or expiration of the other license(s) granted in section 1.a. herein to the License Premises.

6. It is understood and agreed that Licensee's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Licensee's obtaining after the full execution of this Agreement any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). In

the event Licensee is unable to obtain said Approvals, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof except for Licensee's obligation to reimburse the Village for all of its expenses, including its attorney's fees in drafting this Agreement and the Village's consultant fees, including engineering fees to review all plans, drawings and specifications submitted or by or on behalf of Licensee, provided that such shall not exceed five thousand dollars (\$5,000.00) and shall be paid by Licensee within thirty days (30) after receipt of an invoice for the same from the Village.

7. The Village represents to Licensee that the Village has the authority to grant the license and rights being provided to Licensee under this Agreement. The Village acknowledges that Licensee is relying upon the foregoing representation in entering this Agreement and expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises and/or Utility and Access License Areas is prevented by law, ordinance, government regulation, injunction or court order, Licensee's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by Licensee as a result of the termination of this Agreement as to the Licensed Premises and/or Utility and Access License Areas except to the extent that such termination is due to Village's failure to comply with any such law, ordinance, governmental regulation, injunction or court order. Licensee represents to the Village that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers.

8. (a) Licensee agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the communication facilities or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 8 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such

claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

9. Within ninety (90) days after the expiration or termination of this Agreement ("Restoration Completion Date"), Licensee shall remove all of its Facilities from the Licensed Premises and Utility and Access License Areas and restore the Licensed Premises and Utility and Access License Areas to, and yield up the Licensed Premises, the Tower, and Utility and Access License Areas in at least as good a condition as existed prior to the Commencement Date, ordinary wear and tear excepted, including but not limited to the removal of the Facilities, including but not limited to, the cabinets, concrete pad, mounting frames and/or brackets, antennas, conduit, fiber, cables, wiring, fences, pads, cabinets, transformers, and above-ground utility lines (the "Restoration Work").

10. Except to the extent of the Village's obligation pursuant to this Agreement, Licensee shall keep the Licensed Premises and Utility and Access License Areas in and repair in accordance with and shall otherwise comply in all respects with any and all applicable state, federal and municipal laws. Licensor will maintain and repair the Property in good and condition, subject to reasonable wear and tear and damage from the elements..

11. In the event the site or a portion of the site on which the Licensed Premises and/or Utility and Access License Areas are located is sold, leased or otherwise conveyed by the Village, or in the event the Village determines that the Licensed Premises and/or Utility and Access License Areas should be used by the Village or a third party with the permission of the Village for purposes inconsistent with the continued use of the Licensed Premises and/or Utility and Access License Areas as a location for the installation, operation, maintenance and repair of the Facilities, the Village, after the Initial Term, may require Licensee to relocate the Facilities at the Village's cost, to another location designated by the Village, provided that Licensee shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Licensee in its reasonable discretion. If the Village and Licensee cannot agree on an alternative site, then this Agreement shall terminate and in such event the parties shall have no further liability therefor. The Village shall give Licensee not less than one hundred eighty (180) days written notice before Licensee can be required to relocate the Facilities pursuant to this section. Provided Licensee waits to mount its antennas until after the Village paints the Tower in the Spring of 2023 or the Fall of 2024, in which event Licensee's license fees shall not yet commence, the Village agrees not to require Licensee to relocate the Facilities to an alternative site pursuant to this section until at least ten (10) years after the Commencement Date. Notwithstanding the provisions of this section 11, the Village may not require Licensee to relocate its Facilities in order for the Village to

lease or grant a license to another cellular provider for use of the Tower, the Water Tower Property, the Licensed Premises and/or Utility and Access License Areas.

12. Licensee shall maintain such insurance on the Facilities covering the loss or damage to the Facilities as it may deem reasonable and necessary. The Village shall have no liability for damage, loss or destruction to the Facilities, unless such damage, loss or destruction is due to an intentional, willful or reckless act of the Village.

13. Licensee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises and/or Utility and Access License Areas without the prior written consent of the Village, which the Village may withhold in its sole discretion; provided, however, that Licensee may assign all (but not a part of) its interest to its parent company, any subsidiary or affiliate or to any successor in interest or entity acquiring fifty-one per cent (51%) or more of its stock or assets of Licensee in the market as defined by the Federal Communications Commission in which the Property is located ("Assignee"), provided that any such assignment shall be subject to all the terms and conditions of this Agreement and any such assignee shall assume all of Licensee's obligations under this Agreement. The Village may assign and/or transfer its title in interest in this Agreement upon written notice to Licensee, subject to the assignee and/or the transferee assuming all of the Village's obligations herein. Notwithstanding the foregoing, any such assignment that requires any Alterations to and/or change in use or additional use, including but not limited to, installation of additional antennas and/or operating at a different frequency by any such parent, subsidiary and/or affiliate may be subject to additional license fees to be paid to the Village, as reasonably agreed between such Assignee and the Village.

14. The Village waives any lien rights it may have concerning the Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without the Village's consent, provided that such personal property can be removed without damage to the Tower and/or to the Water Tower Property, and Licensee shall remain liable for the Restoration Work and payment of all license fees required herein.

15. a. If (1) Licensee shall be in default of the payment of the License Fee, and such default shall continue for thirty (30) days after written notice thereof is given to Licensee, or (2) Licensee shall default in the performance of any other of Licensee's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Licensee, then, in addition to any other remedies which may be available to the Village at law or in equity, upon five (5) days prior written notice to Licensee, the Village may, if the Village so elects, terminate this Agreement. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee.

b. In the event that the Village shall be in default of the performance of any of its material obligations under this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by the Village, then in addition to any other remedies at law or inequity which may be available to Licensee, Licensee may, upon five (5) days prior written notice to the Village, if it so elects, terminate this Agreement. No such failure, however, will be deemed to exist if Village has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Village. The termination of this Agreement shall not relieve Licensee of its obligations to restore the Tower and the Water Tower Property, or preclude the Village from exercising its rights and drawing upon the Performance Bond – Labor and Material Payment Bond.

c. A party may terminate this Agreement by giving written notice to the other party (1) if bankruptcy, composition, reorganization, insolvency or liquidation proceedings are instituted by or against the other party and such proceedings are not dismissed within sixty (60) days after the date they were instituted, (2) if the other party makes an assignment for the benefit of creditors, or (3) if a trustee, receiver or similar officer of any court is appointed for the other party, whether with or without the consent of the other party.

16. Licensee shall conduct its operations at the Licensed Premises including the Utility and Access License Areas, and the Tower, and control its agents, employees, consultants, contractors, subcontractors, and invitees in such a manner so as not to create any nuisance or interfere with, or disturb any use of the Water Tower Property by the Village or any other licensee, lessee, permitted user, occupant or invitee of the Village, including but not limited to T-Mobile, who Licensee acknowledges has existing antennas on the Tower and equipment and appurtenances on the Water Tower Property. Licensee shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, including those of the Village pertaining to the Licensed Premises including the Utility and Access License Areas, and the Tower as adopted from time to time.

17. a. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas and/or Water Tower Property, by Licensee, except that Licensee shall be permitted to use batteries for emergency power, petroleum for backup generator fuel, and other materials necessary for the installation and normal operation of Licensee's Facilities. If the presence of Hazardous Substances and petroleum brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas, and/or Water Tower Property by Licensee, its officers, employees, agents, or independent contractors, in violation of this section, and/or said batteries used for emergency power, or other materials necessary for the installation and normal operation of the Licensee Facilities, result in contamination of the Licensed Premises, Utility and Access License Areas, Water Tower Property and/or other property owned, leased or controlled by the Village, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless

and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including actual and reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises, Utility and Access License Areas, or other property owned, leased or controlled by the Village, but only to the extent due to Licensee's fault or the fault of any of Licensee's officers, employees, agents, contractors or subcontractors; provided, however, that this indemnification shall not apply to the extent the Village causes any such environmental occurrence.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee's activities or the activities of any of Licensee's officers, employees, agents, contractors, or subcontractors, violate any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Licensee represents, to the best of its knowledge, to the Village that Licensee's use of the Licensed Premises and/or Utility and Access License Areas does not require Licensee to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Petroleum storage and use for back-up generator power, if utilized, shall be permitted by the Illinois Office of the State Fire Marshall (OSFM), as applicable. Licensee shall obtain any required OSFM permits prior to bringing any petroleum on the Water Tower Property. Licensee further covenants to the Village that if any such permits or licenses for Licensee's Permitted Uses are required in the future, Licensee shall notify the Village immediately, obtain such permit or license within such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

b. The Village represents that, to the best of its actual knowledge and after reasonable investigation, it has not caused any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/or Utility and Access License Areas. If the presence of Hazardous Substances existing prior to this Agreement on the Licensed Premises and/or Utility and Access License Areas, which were brought upon, kept, stored or used in or about the said property

by the Village, its employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village in violation of this section results in contamination of the Licensed Premises and/or the Utility and Access License Areas, the Village shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensee's option, defend Licensee and its employees, affiliates and agents from and against any and all claims, demands, expenses, costs, fines, penalties and other liabilities, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises and/or Utility and Access License Areas due to the Village's fault or the fault of the Village's employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village; provided, however, that this indemnification shall not apply to the extent Licensee, or any of its employees, agents, contractors, subcontractors, lessees or licensees cause or contribute to any such environmental occurrence.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws").

The Village represents, to the best of its actual knowledge, to Licensee that the Village's use of the Tower does not require the Village to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. The Village further represents that if any such permits or licenses for the Village are required in the future, the Village shall notify Licensee immediately, obtain such permit or license within such time limits allowed by law, and provides Licensee with copies of the same within five (5) days of receipt of issuance.

18. Licensee shall carry and maintain for the duration of this Agreement and any extensions or renewals thereof, insurance against claims for bodily injuries to persons or damages to property which may arise from or in connection with Licensee's operation and use of the Licensed Premises including the Facilities, Utility and Access License Areas, and/or the Tower, and/or installation, construction, alterations, and/or removal of the Facilities. The cost of such insurance shall be borne by Licensee, and shall be in the following coverages and amounts (the "Insurance Requirements"):

a. Commercial General Liability Coverage per ISO form CG 00 01 or its equivalent covering Licensee and including the Village and its officers, officials, employees, volunteers, and assigns, as additional insureds by endorsement as respects to this Agreement as their interest may appear (the "Additional Insured") as

respects liability caused, in whole or in part, by the Licensed Premises including the Utility and Access License Areas, the Tower, the Facilities, and/or the Alterations, including premises, operations, independent contractors, products, completed operations, personal injury, advertising, injury and contractual liability, and/or caused, in whole or in part, by activities performed by Licensee or its employees. Licensee agrees that in the event any of its authorized agents, contractors or subcontractors should: a) cease operation; b) exhaust its insurance limits due to previous claim payments; or c) have its insurance policies cancelled by its insurer, Licensee will assume that agent, contractor or subcontractor's responsibility for outstanding insurance claims arising out of activities performed by such agent, contractor or subcontractor on the Licensed Premises Said insurance coverage shall contain no special limitations on the scope of coverage afforded Additional Insured. Said insurance coverage shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Village, except for claims attributable to the sole negligence, willful/wanton, or intentional misconduct of the Village, its officials, or employees, as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and agents shall be in excess of Licensee's insurance and shall not contribute with it. Licensee shall maintain limits of \$3,000,000 combined single limit for any one occurrence for bodily injury, personal and advertising injury and property damage and \$5,000,000 general aggregate. Licensee shall also furnish the Village with a copy of the "Blanket Additional Insured Endorsement" including the Village, its officials, officers, employees, volunteers, and assigns as an additional insured as respects to this Agreement. The required insurance shall be from any insurance company or companies licensed, authorized or permitted to do business in Illinois with a policy holder's rating of at least an "A-" and a financial rating of at least "VII" in the latest edition of the A.M. Best Insurance Guide.

b. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute and Employers' Liability limits of \$1,000,000 each accident; \$1,000,000 per disease-each employee; \$1,000,000 disease policy limit.

c. Commercial Automobile Liability: Licensee shall maintain commercial auto liability insurance with a combined single limit of \$1,000,000 each accident covering all owned, hired and non-owned autos.

d. Licensee shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at the Village's request during the Term, furnish to the Village certificates evidencing such coverage. Upon receipt of notice of cancellation from its insurer, Licensee shall provide the Village with thirty (30) days prior written notice of such cancellation of any required coverage that is not replaced.

e. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including, but not limited to (1) allowing any work to commence by or on

behalf of the Licensee before the Village is in receipt of certificates of insurance, (2) failing to review any certificates of insurance received, or (3) failing to advise Licensee that any certificate of insurance fails to contain all the required insurance provisions, or may be deficient in any other manner. Licensee agrees that the obligation to provide the insurance required under this Agreement is solely its responsibility and that it is a requirement which cannot be waived by any action, inaction or omission by the Village.

f. Any contractor or subcontractor of Licensee performing any work and/or Alteration upon the Water Tower Property, including but not limited to any construction, installation, improvements, maintenance, repairs, alteration, and/or removal and/or replacement of any Facilities ("Licensee's Agents") shall similarly maintain at their sole cost substantially the same insurance with substantially the same limits as required of Licensee including but not limited to furnishing the Village with the Additional Insured Endorsements required pursuant to section 18.a. above.

g. Notwithstanding any provision herein to the contrary, in the event Licensee and/or Licensee's Agents fail to maintain the Insurance Requirements, the licenses granted herein shall be immediately suspended until Licensee and Licensee's Agents comply with the Insurance Requirements and furnish documentation to the Village evidencing such compliance.

h. The Village reserves the right to reasonably amend the types and amounts of coverages required herein every ten (10) years based on recommendations from the Village's then existing risk management agency or other insurance provider but only to the extent that it is required of similar operations of the Village and with sixty (60) days advance written notice to Licensee.

19. Licensee shall not use or permit the Licensed Premises and/or Utility and Access License Areas to be used in any manner which would render the insurance thereon void or the insurance risks more hazardous; provided, however, that if Licensee's use of the Licensed Premises, the Utility and Access Areas and/or the Tower does make the insurance risks more hazardous, then without prejudice to any other remedy of the Village for such breach, Licensee shall pay to the Village on demand the amount by which the Village's insurance premiums are increased as a result of such use immediately following receipt of documentation from the Village evidencing said increase in insurance premiums. Licensee shall not use or occupy the Licensed Premises, the Utility and Access License Areas and/or the Tower, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or other Village property or cause injury to person(s) or which would constitute a public or private nuisance or waste.

20. In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by the Village Administrator, and Licensee may rely upon any such written approval or consent. In any case where the approval or consent of

a party is required under this Agreement, the party shall not unreasonably delay, condition or withhold its approval or consent.

21. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

22. The Village represents to Licensee that to the best of its actual knowledge the Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and FCC. The Village agrees to correct any deficiencies of such current requirements if cited by either agency. If either agency requires different or additional markings or lighting because of AT&T Mobility's use of the Tower, such compliance shall be at the sole expense of AT&T Mobility.

23. Licensee acknowledges that the Licensed Premises, Utility and Access License Areas and Water Tower Property are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises, Utility and Access License Areas and/or the non-licensed portion of the Water Tower Property become subject to the assessment of real estate taxes and/or a tax on the leasehold and/or license interest granted as a result of this Agreement and/or Licensee's use and/or operations of the Licensed Premises and/or the Utility and Access License Areas, then Licensee agrees to pay the Village the amount of any such tax within thirty (30) days after receipt of an invoice therefore, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users including but not limited to T-Mobile install equipment on the premises resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. Licensee shall also pay any and all taxes on personal property and any sales, use, occupation, or similar taxes attributable to Licensee's use and/or operation of the Facilities, Licensed Premises, and/or Utility and Access License Areas.

24. a. Licensee shall operate the Licensed Premises and Utility and Access License Areas and the Facilities in a manner that will not cause interference to the Village and other existing licensees of the site, including but not limited to T-Mobile, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. All operations by Licensee shall be in compliance with all Federal Communications ("FCC") requirements, including the operation of all equipment.

b. Subsequent to the installation of the Facilities, the Village shall not permit itself, its lessees or licensees to install new equipment on the Tower, and the Utility and Access License Areas, or any of said areas, if such equipment is likely

to cause interference with Licensee's operations. Such interference shall be deemed a material breach by the Village. In the event interference occurs, the Village agrees to take all reasonable steps necessary to eliminate such interference within twenty-four (24) hours of notice of the interference. In the event any such interference described above does not cease within the aforementioned cure period, Licenser shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Notwithstanding the above, the Village shall have the right to install equipment that is in compliance with all FCC standards and regulations. The Village shall not be liable for any interference caused by T-Mobile, including that caused by any new or modified equipment that T-Mobile installs in accordance with its rights to alter, maintain, modify, repair or replace its existing equipment under the T-Mobile License. The parties agree that Licensee's remedies for such interference shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this section.

c. Should the Village claim interference due to Licensee' Facilities, Licensee shall cooperate with the Village and, if applicable T-Mobile to determine whether or not Licensee' Facilities and/or operations are the source of such claimed interference. Such cooperation shall include, but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of Licensee's Facilities, Licensee, at its sole cost and expense, shall take all reasonable measures to modify the Facilities in order to eliminate such interference.

d. Licensee understands that the Village has granted a non-exclusive license to T-Mobile for use of space on the Tower and near the base of the Tower for the installation, maintenance, operation, and replacement of T-Mobile's radio communication facilities pursuant to a Non-Exclusive License Agreement between the Village and T-Mobile, a copy of which has been furnished to Licensee and which is referred to herein as the "T-Mobile License". Operation and/or use of the Licensed Premises, Utility and Access License Areas, and/or Facilities by Licensee which causes unreasonable interference with T-Mobile's operations which Licensee fails to promptly eliminate, shall be a material breach of this Agreement. Licensee, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Village, and its officials, officers, employees, agents, invitees, licensees, lessees, and contractors from and against any claim, cost, action, liability or damage of any kind arising from (i) Licensee's use and/or operation of the Licensed Premises, Utility and Access License Areas, and/or Facilities and/or acts and/or omissions of or on behalf of Licensee, its employees, contractors, subcontractors, or agents, which causes interference with T-Mobile's operations; and or (ii) otherwise causes the Village to be in breach or default of its License Agreement with T-Mobile, except to the extent such claim, cost, action, liability or damage may be caused by the negligence or willful misconduct of the Village its officials, officers, employees, agents, invitees, licensees, lessees, and contractors. The parties agree that the Village's remedies shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this section.

25. If either party hereto defaults in the performance of any obligations hereunder and such default continues beyond the applicable cure period, the non-defaulting party, after providing written notice to the defaulting party in accordance with section 29, may perform such obligation on the defaulting party's behalf. The non-defaulting party shall make reasonable efforts to have said work performed in the presence of the defaulting party. In so doing, the non-defaulting party may, but shall not be required to, make any payment of money or perform any other act. All actual and reasonable sums paid by the non-defaulting party, and all incidental costs and expenses, shall be due and owing from the defaulting party to the non-defaulting party within thirty (30) days after receipt of an invoice therefore, together with interest from the date of demand to the date of payment at the rate of 10% per annum or the highest rate permitted by applicable law. Notwithstanding the above, the non-defaulting party shall allow the defaulting party thirty (30) days to perform said obligation(s) prior to having said work performed on its behalf, unless the performance of said work is necessary to protect the health and/or safety of person(s) and/or to avoid damage to property, in which case the non-defaulting party may perform or cause to be performed such work immediately, and shall provide notice to the defaulting party as provided above to the extent practical under the circumstances.

26. If either party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award.

a. The parties acknowledge and agree that the Village intends to paint the tower during the period expected to begin on April 1, 2024 and end on July 1, 2024. Upon the Commencement Date and prior to April 1, 2024, provided that all necessary permits and approvals have been received, Licensee shall be permitted to weld its antenna mounts to the Tower (but not install its antennas), install its equipment shelter, install underground conduit and cables, and install its improvements within the Utility Areas. Other than as set forth in this Section 27, Licensee agrees not to commence work to install any antennas on the Tower until after the Village has completed painting the Tower. The parties further acknowledge and agree that effective as of the Commencement Date, Licensee will be permitted to collocate and operate its communications equipment ("Temporary Equipment") on a temporary tower ("Temporary Tower") to be located on the Water Tower Property. Licensee acknowledges and agrees that its right to install and operate the Temporary Equipment on the Temporary Tower is contingent upon Licensee's shared use of the Temporary Tower with T-Mobile and execution of a collocation agreement by and between Licensee and T-Mobile. Licensee shall also be permitted to install all necessary cables and conduits to run between its equipment shelter and the Temporary Tower, all as substantially described in the attached Exhibit C. Upon the Village's completion of the Tower painting work, Village shall provide written notice of the same to Licensee, and thereafter Licensee shall have a period of twenty-four months (24) months in which to complete its initial installation on the Tower as depicted in Exhibit C. The parties further acknowledge and agree that Licensee shall not be required to remove its equipment from the Temporary Tower until its

equipment is installed, integrated and fully operational on the Tower to Licensee's reasonable satisfaction.

b. Notwithstanding the provisions of section 27.b or any other provision to the contrary herein, in the event the Village determines that it is in its best interests to raze the Tower, to re-paint the Tower, or otherwise perform repairs or maintenance work on the Tower, the Village shall give Licensee 180 days prior written notice to Licensee of its intention to raze the Tower or perform such other maintenance work, in which event Licensee shall remove its personal property from the Tower and the Village shall permit Licensee use of temporary cellular facilities including a cellular-on-wheels facility, direct-bury monopole, ballast tower or similar installation at Licensee's sole cost and expense, during the time it takes for the Village to complete the painting, repair or maintenance work to the Tower, upon the Water Tower Property if feasible; otherwise, provided that the location for such temporary facility is reasonably acceptable to Licensee, and subject to the approval of the Village Engineer and the Director of Public Works. Within ninety (90) days after notice from the Village of completion of said painting, repair or maintenance work, Licensee may remount and reconnect the Antennas that were temporarily removed from the Tower in the same location, all at the Licensees sole cost, except that during the time of such temporary relocation no monthly license fee shall be due from Licensee. The Village agrees that after the Commencement Date, it will not repaint the Tower more than once every 10 years during the term or any extended term of this Agreement.

27. This Agreement may be terminated without further liability as follows: (i) in accordance with sections 6 and/or 16 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to the Village no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee at any time to be effective as of the next annual anniversary of the Commencement Date provided Licensee delivers written notice of early termination to the Village at least nine (9) months prior to the end of the then current license year; or (iv) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals; or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies. Nothing in this section shall be construed as relieving Licensee of its obligation to perform the Restoration Work in accordance with section 9 of this Agreement.

28. a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

(1) When delivered by overnight courier to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday excluding federal holidays; or

(2) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site #: IL0700
Cell Site Name: Bartlett WT (IL)
Fixed Asset # 12564820
1025 Lenox Park Blvd NE, Third Floor
Atlanta, GA 30319

With a required copy to: New Cingular Wireless PCS, LLC
Attn: Legal Dept. – Network Operations
RE: Cell Site #: IL0700
Cell Site Name: Bartlett WT (IL)
Fixed Asset # 12564820
208 South Akard Street
Dallas, TX, 75202-4206

If to the Village: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attn: Village Administrator

With required copy to: Ancel Glink, P.C.
140 S. Dearborn,
Chicago, IL 60603
Attn: Kurt S. Asprooth

c. Either party hereto may change the place or notice to it by sending written notice to the other party.

29. Notwithstanding any other provision of this Agreement, any license, privilege, or right to occupy any public way within the corporate limits of the Village is non-exclusive.

30. Within thirty (30) days after completion of the construction of the Facilities, Licensee shall test the radio frequency ("RF") emissions and the electromagnetic field ("EMF") emissions to determine whether the RF and/or EMF emissions exceed any federal, state, and/or local limits and/or standards relative to same ("Allowable Emissions"). Licensee shall furnish said test results to Licensor documenting the Facilities in compliance with the Allowable Emissions. In the event, the RF and/or EMF omissions exceed the applicable Allowable Emissions, Licensee, at its sole cost, shall cause the Facilities to comply with the Allowable Emissions and shall furnish additional test results to Licensor documenting the

Facilities in compliance with the Allowable Emissions within forty-five (45) days of the construction of the Facilities (the "Emissions Reduction Work").

31. Compliance with Law. All goods, equipment, and all labor furnished relative to the Facilities and/or Licensed Premises, including but limited to any and all Initial Construction, maintenance, operations, use, repairs and/or Alterations shall comply with all applicable Federal, State and local laws, rules, and regulations relative thereto including, but not limited to, all regulations, rules and/or laws as required by the Federal Occupational Safety and Health Act (OSHA), the Illinois Department of Labor (IDOL), the U.S. Department of Labor (USDOL), EEOC, FCC, the Illinois Department of Human Rights, and/or the Human Rights Commission and all applicable Village of Bartlett Ordinances and Codes including but not limited to the Village of Bartlett Building Codes and Zoning Ordinances (collectively, the "Laws"). In the event of any conflicting Laws, the most stringent Law shall apply. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and volunteers from loss or damage, including, but not limited to, attorney's fees, and other costs of defense *by reason* of actual or alleged violations of any Laws or Law. This obligation shall survive the expiration and/or termination of this Agreement.

32. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this Agreement, including but not limited to the provisions of sections 8 and/or 17, shall be construed and/or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Village, its officials, officers, employees, volunteers and/or agents, as to any claim, cause, and/or cause of action of any kind or nature whatsoever.

33. a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

c. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois

d. In construing this License Agreement, section headings shall be disregarded.

e. Any recitals herein are hereby incorporated into this Agreement by reference.

f. The following exhibits are attached hereto and incorporated herein and made a part hereof:

- i. Exhibit A - Legal Description of Schick Road Water Tower Property
- ii. Exhibit B - Land Survey
- iii. Exhibit C – Preliminary Engineering Plans
- iv. Exhibit D – Form of Performance Bond – Labor and Material Payment Bond

g. The parties acknowledge that this Agreement was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either party.

h. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

i. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

[Signatures Appear on Following Page]

Market: IL/WI
Cell Site Name: Bartlett Water Tower
Cell Site No.: IL0700
FA#: 12564820

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: General Manager

By: _____
Printed Name: _____
Its: _____

Dated: _____

LICENSOR:

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

ATTEST:

Lorna Giles, Village Clerk

Dated: _____