

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
October 1, 2024
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 – September 17, 2024, Committee – September 17, 2024
- *7. **BILL LIST:** October 1, 2024
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:** A. Arts DuPage Proclamation
B. National Night Out Video
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **ADJOURN TO EXECUTIVE SESSION:** To Discuss the Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114
13. **RECONVENE BOARD MEETING**
14. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN**
 1. None
 - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 1. Resolution Approving an Intergovernmental Agreement to Continue the Coalition to Stop CPKC and Opposing the Merger of the Canadian Pacific Railway and Kansas City Southern Railroad
 - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
 1. None
 - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**
 1. Ordinance Amending Section 3-3-2-6 of the Bartlett Liquor Control Ordinance regarding the number of Class C Extended Licenses
 2. Ordinance Amending Section 3-3-2-1 of the Bartlett Liquor Control Ordinance regarding the number of Class A Licenses
 3. Ordinance Amending Section 3-3-2-21 of the Bartlett Liquor Control Ordinance regarding the number of Class V Licenses
 4. Ordinance Amending Section 1-6-4-2 of the Bartlett Municipal Code Regarding the Order of Business for the Village Board of Trustees
 - E. **POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 1. Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
 2. Resolution Approving an Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114
 - F. **PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. Resolution Approving an Intergovernmental Agreement between the Village of Hanover Park and the Village of Bartlett for an Emergency Water Interconnection
15. **NEW BUSINESS**
 1. Midway Sports Bar Class A and V Liquor License Request
 2. BP Gas Station Class C Liquor License Request-1100 Stearns Road
 3. BP Gas Station Class C Liquor License Request- 5590 County Farm Road
16. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
17. **ADJOURNMENT**



**VILLAGE OF BARTLETT
BOARD MINUTES
SEPTEMBER 17, 2024**

1. CALL TO ORDER

President Wallace called the regular meeting of September 17, 2024, 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, LaPorte, Suwanski, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Manager Sam Hughes, Human Resources Director Janelle Terrance, Economic and Development Coordinator Tony Fradin, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Dean Annen from Village Church of Bartlett

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 Suwanski stated that she would like to add item 12.E. 1 to the Consent Agenda – Purchase of (1) Ford F-150 Police Responder.

Trustee Gandsey stated that she would like to add item 12.B. 1 to the Consent Agenda – Bartlett High School Homecoming Fireworks Request.

Trustee Deyne stated that he would like to add item 12.F. 1, 2, 4, & 5 to the Consent Agenda – Ordinance 2024-90, An Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones; Ordinance 2024-91, An Ordinance Amending the Bartlett Municipal Code Section 6-11-802.2: Left Turn Prohibited Location; Resolution 2024-93-R, A Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price Not to



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Exceed \$0.043/kWh; Ordinance 2024-94, An Ordinance Accepting the Public Improvements for McKesson Expansion at 375 Spitzer Road.

Trustee Hopkins stated that he would like to add item 12.D. 2 to the Consent Agenda - Resolution 2024-89-R, A Resolution Making a Determination on Executive Session Minutes and Verbatim Recordings.

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

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

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

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

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 \$374,363 which is approximately \$51,000 up from the previous year which is about 15%. For Motor Fuel Tax, they received \$156,001 that was up \$9,000 from the prior year. Income Tax Distribution is 2,250,000 million for the first three months of the year.



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9. PRESIDENT'S REPORT

A. President Wallace read a Proclamation for National Think Train Week.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized a few commissioners on their anniversaries.

Trustee Deyne also discussed the golf tournament that occurs yearly between staff and the Village Board. Mayor Wallace and Trustee Deyne represent the Board, while Assistant Village Administrator Scott Skrycki and Village Attorney Kurt Asprooth represented staff. The game had to be rescheduled midway due to the weather. He went on to say that the Village Board ended up winning the game. He thanked Assistant Village Administrator Scott Skrycki and Village Attorney Kurt Asprooth for a good game and the other Board members who attended for support.

Trustee Gunsteen thanked Public Works Director Dan Dinges and the department for the tremendous job cleaning up Ruzicka's parking lot, working with traffic control, and most importantly redoing the handicap parking.

Trustee Gandsey asked for a quick update on CPKC Coalition.

Assistant Village Administrator Scott Skrycki stated there's a few items that will be coming to the Board soon. Some of those items include Collection of Data relative to making sure the number of trains going through the line is what was agreed upon in the merger. The second is predictive mobility, there will be an umbrella agreement with the other communities for a device that DU-COMM and other agencies will be able to see trains coming through town. The last item is an IGA with all the other communities to keep the coalition intact. He went on to say that they'll likely see a report in this in the coming weeks.

Trustee Gandsey asked if there was an expected timeline for this.

Assistant Village Administrator Scott Skrycki stated that'll be coming in the next couple of months.

Mayor Wallace stated he thought it would be great to get an update to the Board in regard to the numbers of predicted train lines and any changes that have/will be occurring. He went on to say he thinks it's important to get that information out to the public.

Trustee Gunsteen stated it would be good to get this information out to the public along with the platform realignment. Mayor Wallace agreed.



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11. TOWN HALL

Paul Schmidt, 1991 Woodhaven

Mr. Schmidt wanted to speak out against school busses being allowed to make a left turn on Nature Ridge. He stated that inconvenience cannot be a justification to endanger safety. He went on to say that U-46 has multiple options to handle this issue, with school buses arriving earlier being the simplest option. He stated he's disappointed with how staff and U-46 handled this issue, which led him to FOIA the information in order to fully understand what conversations occurred between U-46 and Village staff particularly the Bartlett Police Department regarding this issue. He once again reiterated his frustration and disappointment. He asked the Board to vote no.

Trustee Hopkins asked Chief Pretkelis to elaborate on the subject.

Chief Pretkelis stated that his department reviewed all the data and that he doesn't believe this would be a safety risk. He stated that the department provided the resident and the Village Board with traffic crash data; they have never had any accidents at this location. He went on to say that the Director of U-46 is here and was also willing to speak on the topic if needed. Chief Pretkelis stated that this isn't the only route these buses go to. He went on to say that currently with the "no left turn" sign, there's potentially five-six different conflicts to navigate to get into the school. Versus getting rid of the sign where it's two conflicts. He stated that in regard to safety, the potential conflicts of not allowing the buses to use this route, puts the children on the bus at risk along with all the children in that neighborhood who walk to school. He reiterated that it's beyond convenience, it's about the safety of the children. Chief Pretkelis stated that he spoke with the principal who confirmed that there are two crossing guards along with a staff member at the parent pick up/drop off.

Trustee Hopkins asked about where the crossing guards are located.

Chief Pretkelis stated that there's a crossing guard located North of Ridgemore and one located South of Ridgemore along with the staff member. He went on to say that these bus drivers are trained and licensed and are aware of how to best navigate during drop off and pick up. He stated there's not a lot of students who come from the North South; most of them coming from Blue Heron take the bus unless they voluntarily walk. Chief Pretkelis reiterated that it's comparing six conflicts and safety issues to two by allowing the left turn into the school. He concluded with it's a choice for parents to drive their kids to school; it's not a choice for the children who have to take the bus.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated there was no report.



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B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Bartlett High School Homecoming Fireworks Request was covered and approved under the Consent Agenda.

Trustee Gandsey presented Resolution 2024-87-R; A Resolution Supporting a Class 7 (c) Real Estate Classification/Tax Incentive for Aldi Inc. She stated Ryan LLC on behalf of Aldi Inc. is requesting the Village to amend its previously approved Class 7b Cook County tax incentive for its new grocery store at 399 Bartlett Plaza. The amendment is necessary because the property does not meet the eligibility criteria for a Class 7b, which requires the property to be located in a previously designated development area as defined by federal, state, and local agencies.

Trustee Gandsey moved to Approved Resolution 2024-87-R, a Resolution Supporting a Class 7 (c) Real Estate Classification/Tax Incentive for Aldi Inc. and that motion was seconded by Trustee Hopkins.

Trustee Gandsey asked why we/they didn't know about this previously.

Village Administrator Paula Schumacher stated that the Consultant that they used who prepared the application that goes to Cook County didn't understand the difference between the Class b and Class c. She went on to say that it seemed to be an error on their consultant's part.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-87-R, A RESOLUTION SUPPORTING A CLASS 7 (C) REAL ESTATE CLASSIFICATION/TAX INCENTIVE FOR ALDI INC.

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

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was no report

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Resolution 2024-89-R, a Resolution making a determination on Executive Session Minutes and Verbatim Recordings was covered and approved under the Consent Agenda.

Trustee Hopkins presented Ordinance 2024-88, An Ordinance Amending Section 1-8-6 of the Village Code Regarding Salaries for Elected Officials. The Village Board has recently discussed elected official pay. To facilitate discussion, staff presented surveys from both NWMC, DMMC, as well as a clerk's survey about elected official pay. It was determined that the salaries be adjusted to the average salary. With Board approval, the new salaries would take place upon being sworn in. The amendment to the salary amounts enacted pursuant to this Ordinance will



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only apply to those elected officials who are elected at the April 1, 2025, Consolidated Election, and elections occurring thereafter. The elected officials who were elected at the April 4, 2023, Consolidated Election will continue to receive the salary amounts that were in effect 180 days prior to the start of their terms of office.

Trustee Hopkins moved to Approve Ordinance 2024-88, An Ordinance Amending Section 1-8-6 of the Village Code Regarding Salaries for Elected Officials, and that motion was seconded by Trustee Deyne.

Trustee Gandsey wanted to clarify that these numbers were put together based on numbers from other communities.

Village Administrator Paula Schumacher confirmed and stated that a number of surveys were used such as DMMC, NWMC, as well as the Clerk's Association salary survey. The median was taken of all of those to determine these numbers.

Trustee Gandsey stated that that she felt it important that anyone running for Public Office and support their community receive some sort of compensation whether it's for childcare or anything else, that they are supported for that. Mayor Wallace agreed that it helps bridge the road blocks.

ROLL CALL VOTE TO APPROVE ORDINANCE 2024-88, AN ORDINANCE AMENDING SECTION 1-8-6 TO THE VILLAGE CODE REGARDING SALARIES FOR ELECTED OFFICIALS.

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that the Purchase of (1) Ford F-150 Police Responder was covered and approved under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2024-90; An Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones; Ordinance 2024-91; An Ordinance Amending the Bartlett Municipal Code Section 6-11-802.2: Left Turn Prohibited Location; Resolution 2024-93-R, A Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price Not to Exceed \$0.043/kWh; Ordinance 2024-94, an Ordinance Accepting the Public Improvements for McKesson Expansion at 375 Spitzer Road were covered and approved under the Consent Agenda.

Trustee Deyne presented Resolution 2024-92-R, A Resolution of Support for the Submittal of an Illinois Transportation Enhancement Program Grant for the Construction of the Multi-Use Underpass Path Underneath Route 59.



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Trustee Gunsteen asked we at with engineering and construction on this project.

Assistant Public Works Director Tyler Isham stated that they are currently working on the design aspects of this project. They are working with Mackey Consultants on the structural design for the wall. It is being funded through Cook County's ARPA funding.

Trustee Gunsteen wanted to make sure that they're taking the highest level of precautions and safety measures due to it being a hidden area that it's well lit and that there are cameras.

Public Works Director Dan Dinges stated that there's an agreement with IDOT and Metra to work on safety measures. He stated that there will likely be fencing around that area. He went on to say that they haven't yet looked into cameras for that area but it's something that they can work on.

Trustee Gandsey asked who this letter will go to.

Assistant Public Works Director Tyler Isham stated that the letter of support is part of the grant application that if they're awarded with these funds, that they are committing their matching funds to the project. He went on to say that they currently have three letters of support, one from Northwest Municipal, one from Cook County Department of Transportation, and one from the Park District. He stated he believes that DuPage Mayor's and Managers are working on a letter of support for them as well.

Village Administrator Paula Schumacher stated that we have 35,000 from the developer to go towards our Municipal share as well.

Assistant Public Works Director Tyler Isham stated that while it's not a letter of support, they've heard from IDOT that they are in support of the project.

Trustee LaPorte asked what Bartlett's portion is when it comes to this project. Trustee Suwanski did some math and stated it would seem that amount would be around 200K.

Assistant Public Works Director Tyler Isham stated that they will also be applying for investing Cook grant funds next year for the construction to help fund that portion of the matching funds as well.

Trustee Deyne moved to approve Resolution 2024-92-R; A Resolution of Support for the Submittal of an Illinois Transportation Enhancement Program Grant for the Construction of the Multi-Use Underpass Path Underneath Route 59. That motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-92-R; A RESOLUTION OF SUPPORT FOR THE SUBMITTAL OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM GRANT FOR THE CONSTRUCTION OF THE MULTI-USE UNDERPASS PATH UNDERNEATH



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ROUTE 59.

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

13. NEW BUSINESS

Mayor Wallace asked about updates regarding Merry and Bright.

Village Administrator Paula Schumacher stated that the Administration Staff meeting included "mug check Monday" where all the mugs were checked for chips etc. for the Cocoa Crawl. She stated Merry and Bright has a meeting to discuss the procurement of a Christmas Tree to bring to the park.

Mayor Wallace stated we've received a lot of compliments regarding the event over the years; he thanked everyone on the Committee for doing a fantastic job.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, that motion was seconded by Trustee Gandsey.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:33 p.m.

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT COMMITTEE MINUTES September 17, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of September 17, 2024, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:33 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Manager Sam Hughes, Human Resources Director Janelle Terrance, Economic and Development Coordinator Tony Fradin, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. TOWN HALL: None

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. Bartlett Automotive Mall PUD Amendment

Trustee Gunsteen stated that the petitioner is requesting an amendment to the Preliminary/Final PUD Plan to approve a revised West Parcel Landscape Plan for the Genesis and Hyundai dealership lots. Due to the reduction in size of the vehicle storage parking area located at the rear of the Genesis and Hyundai dealerships and the grade changes, a retaining wall was installed and the distance between the vehicle storage area and the residential properties to the south increased from 34.5 feet to 99 feet. The petitioner is requesting to modify the landscape plan to replace the double row of evergreen trees along the south property line with 138 Lynwood Gold Forsythia shrubs located at the top of the retaining wall. The proposed change to the landscape plan cannot be approved administratively and requires a public hearing to amend the PUD Plan.

Trustee Hopkins asked if the discussion came from residents or people on the Committee. Director of Planning and Development Services Kristy Stone stated that most of these discussions came from residents.

Trustee Gunsteen wanted to confirm that the Dealership would be responsible for the care and maintenance of the shrubs. Director of Planning and Development Services Kristy Stone stated that was correct.



VILLAGE OF BARTLETT COMMITTEE MINUTES September 17, 2024

Trustee Gunsteen stated if there were no more questions, this would move to the Planning and Zoning Committee for Public Hearing.

B. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. Civic Support Matrix Discussion

Trustee LaPorte stated that included in the packet is a memo outlining suggested financial support limits for civic groups. Staff evaluated the priorities for financial support including confirming the event, program or service is not currently being provided for by the Village, evaluation the size of the request and history/reputation of the civic group, as well as past success of the programs, services, or events. Staff suggests creating a limit for financial support based on the cost of the event, while allowing flexibility to reduce any grant amount by taking into consideration the priorities listed above, as well as considering the additional costs from public works and police to carry out each event. Additionally, staff supports the suggestion from the Village Board to limit financial support for new requests to no more than \$3,500 for the first year.

Trustee Deyne asked if anyone had ever asked for \$3,500 for the first year. Assistant to the Village Manager Sam Hughes stated that they had a request last year for Ignite the Courage where they requested \$8,000. The Village Board granted \$3,500 because they were a new requester.

Mayor Wallace wanted to confirm that this puts the parameters around what the amounts should be based on the cost of the event. Assistant to the Village Manager Sam Hughes stated that was correct. He went on to say that some of the variables looked at were number of days the event would be and the number of people attending the events etc. He went on to say that they also felt looking at expenditures would also be a good baseline. He referenced the chart used for the direct financial support limits based on the cost of the program, service, or special event; as well as the chart used to show how our current civic organizations fit into these suggested direct financial support limits as well as other costs that are necessary for the various events.

Trustee Gandsey asked if there's an audit report to show what was spent. Assistant to the Village Manager Sam Hughes stated that after the event, they are required to submit a post funding report that needs to include their budgeted items.

Trustee Gunsteen stated that they talked about that during their last budget meeting. He wanted to confirm that they get their check at the time of the approval of their application. Assistant to the Village Manager Sam Hughes confirmed that was correct.

Trustee Gunsteen stated that if their event was rained out, the money would roll over to the following year. He asked if that would be considered officially their first year. Village Administrator Paula Schumacher stated that was correct. Trustee Gunsteen stated that he wanted to make sure they wouldn't be receiving additional funds in addition to that.



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Mayor Wallace stated that this will put parameters in place because these are great events that support the community and bring people into the community.

Trustee Deyne wanted to confirm if this will be coming to the Board for approval.

Village Administrator Paula Schumacher stated that they can make an official policy per the direction of the Board and use it for budget review.

Mayor Wallace stated that would be best.

5. ADJOURNMENT

Mayor Wallace moved to adjourn the Committee of the Whole meeting. Trustee Deyne moved to approve; the motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Committee of the Whole meeting was adjourned to Executive Session at 7:41 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/1/2024**

1100-VILLAGE BOARD/ADMINISTRATION

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VILLAGE GARAGE SALE ADVERTISING	240.00
	INVOICES TOTAL:	240.00
		240.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	18,044.67
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	3,928.75
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	950.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	950.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,644.00
	INVOICES TOTAL:	25,517.42

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	VOB-QUIET ZONE AFFIRMATION	255.00
1 CHRISTOPHER B BURKE ENG LTD	VOB-QUIET ZONE AFFIRMATION	4,737.50
1 V3 COMPANIES LTD	300 SPITZER STRMWTR/CIVIL SITE REVIEW	345.00
	INVOICES TOTAL:	5,337.50

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM/PSW TRAINING	5,898.98
	INVOICES TOTAL:	5,898.98
		36,753.90

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	AUGUST 24 DEDUCTIBLE	34,703.90
	INVOICES TOTAL:	34,703.90
		34,703.90

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	125.11
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	67.79

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 10/1/2024

1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
	INVOICES TOTAL:	220.90

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EHLERS & ASSOCIATES INC	ACFR TABLES	737.50
	INVOICES TOTAL:	737.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	55.19
1 WAREHOUSE DIRECT	TONER	200.19
	INVOICES TOTAL:	255.38

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI # IL016050L COST CTRD 5933-FINGER PRINTING	250.00
	INVOICES TOTAL:	250.00

1,463.78

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	45.72
	INVOICES TOTAL:	45.72

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	781.68
** 1 WEX BANK	FUEL PURCHASES - AUGUST 2024	7.00
	INVOICES TOTAL:	788.68

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00
	INVOICES TOTAL:	200.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 2024	722.98
	INVOICES TOTAL:	722.98

532200-OFFICE SUPPLIES

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

VILLAGE OF BARTLETT
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1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	46.32
	INVOICES TOTAL:	46.32
		1,803.70

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	189.67
1 FULTON SIREN SERVICES	WARNING SIREN REPAIRS	1,018.61
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	347.54
	INVOICES TOTAL:	1,555.82

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	ANNUAL SOFTWARE MAINT AGREEMENT	11,745.00
	INVOICES TOTAL:	11,745.00

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - JULY 24	150.00
	INVOICES TOTAL:	150.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	679.40
	INVOICES TOTAL:	764.40

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	132.00
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	299.40
1 THE FINER LINE INC	ENGRAVED PLAQUES	259.00
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK EXAM AND MEDICATION	163.28
	INVOICES TOTAL:	853.68

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	210.65
1 STREICHER'S INC	UNIT CITATION BARS	152.50
	INVOICES TOTAL:	363.15

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 2024	12,201.98

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 12,201.98

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	33.66
1 STATE GRAPHICS	BUSINESS CARDS	63.17
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	130.26
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	34.18
<u>INVOICES TOTAL:</u>		<u>261.27</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	TRAINING CLASSES	447.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	40.00
<u>INVOICES TOTAL:</u>		<u>487.00</u>

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	52.89
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	23.75
<u>INVOICES TOTAL:</u>		<u>76.64</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	65.97
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE OFFICER RECRUITMENT	2,653.00
<u>INVOICES TOTAL:</u>		<u>2,718.97</u>

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEXISNEXIS RISK SOLUTIONS FL INC	ZETX PROGRAM	4,680.00
<u>INVOICES TOTAL:</u>		<u>4,680.00</u>

35,857.91

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCHE COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 T-MOBILE	TELEPHONE BILL	135.93
<u>INVOICES TOTAL:</u>		<u>147.93</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	350.57

** Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	9,428.37
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	186.88
1 NICOR GAS	GAS BILL	320.30
		INVOICES TOTAL: 10,310.59

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	160.00
		INVOICES TOTAL: 160.00

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,260.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	2,250.00
		INVOICES TOTAL: 3,510.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	24,062.59
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	771.87
		INVOICES TOTAL: 24,834.46

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,676.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	101.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,934.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	400.50
1 ERIC KACHOLD	PUBLIC SIDEWALK REPLACEMENT	600.00
1 MACKIE CONSULTANTS LLC	THE GRASSLANDS-ENGINEERING SERVICES	7,875.00
1 RUSHIL PATEL	PUBLIC SIDEWALK REPLACEMENT	520.00
1 WELCH BROS INC	MATERIALS AND SUPPLIES	1,007.90
1 WELCH BROS INC	MATERIALS AND SUPPLIES	208.70
		INVOICES TOTAL: 16,323.35

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	10,100.00
		INVOICES TOTAL: 10,100.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	282.77
1 AMAZON CAPITAL SERVICES INC	CELL PHONE CASES	183.82
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	24.30
		INVOICES TOTAL: 490.89

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 2024	6,533.74
INVOICES TOTAL:		6,533.74

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	34.42
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	43.73
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	130.87
INVOICES TOTAL:		209.02

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	33.10
1 BATTERY SERVICE CORP	BATTERY	194.95
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	975.25
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	181.53
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	644.06
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-259.50
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	94.90
INVOICES TOTAL:		1,864.29

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN MATERIALS	2,821.19
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	2,164.10
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	820.00
1 HIGH STAR TRAFFIC	STREET MAINTENANCE SUPPLIES	557.40
INVOICES TOTAL:		6,362.69

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	38.55
INVOICES TOTAL:		38.55

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA CONFERENCE EXPENSES	13.33
1 TYLER ISHAM	PWX NATIONAL CONFERENCE EXPENSES	71.47
INVOICES TOTAL:		84.80

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	349.94
1 WELCH BROS INC	MATERIALS AND SUPPLIES	23.00

** Indicates pre-issue check.

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INVOICES TOTAL: 372.94

81,343.25

4200-MUNICIPAL BLDG PROJECTS EXP

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	FRONT ENTRY DOOR REPLACEMENT	35,000.00
		<u>INVOICES TOTAL: 35,000.00</u>

35,000.00

430000-DEVELOPER DEPOSITS FUND

270393-JAIN CTR TURN LANE (RT 59)

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JSMC	JAIN CENTER ESCROW REFUND	19,354.10
		<u>INVOICES TOTAL: 19,354.10</u>

19,354.10

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 HAMPTON LENZINI AND RENWICK INC	PW COMPLEX NATIVE AREA MAINT 2023-25	1,200.00
		<u>INVOICES TOTAL: 1,212.00</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	135.94
1 VERIZON WIRELESS	WIRELESS SERVICES	380.56
		<u>INVOICES TOTAL: 516.50</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER 2024 BILLING	720.43
		<u>INVOICES TOTAL: 720.43</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	1,225.00
		<u>INVOICES TOTAL: 1,225.00</u>

524120-UTILITIES

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

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.24
1 NEXAMP INC	ELECTRIC BILL	1,039.71
1 NICOR GAS	GAS BILL	44.31
INVOICES TOTAL:		1,095.26

527120-SVCS TO MAINT MAINS/STORM LINE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	414.73
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	201.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	2,940.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	5,250.00
1 WELCH BROS INC	GRAVEL PURCHASE	874.50
INVOICES TOTAL:		9,680.23

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	CELL PHONE CASES	183.83
1 HAGG PRESS INC	BOIL ORDER DOOR HANGERS	634.00
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	24.30
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	3,415.98
1 KIMBALL MIDWEST	CREDIT MEMO	-448.14
INVOICES TOTAL:		3,809.97

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - AUGUST 2024	1,468.85
INVOICES TOTAL:		1,468.85

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	34.42
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	43.73
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	130.87
INVOICES TOTAL:		209.02

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DANIEL DINGES	APWA CONFERENCE EXPENSES	13.33
1 TYLER ISHAM	PWX NATIONAL CONFERENCE EXPENSES	71.47
INVOICES TOTAL:		84.80

20,022.06

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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**	1	LYLIA BARRERA	REFUND OF ONLINE PAYMENT IN ERROR	703.00
			<u>INVOICES TOTAL:</u>	<u>703.00</u>

703.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	135.94
	<u>INVOICES TOTAL:</u>	<u>135.94</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER 2024 BILLING	720.43
	<u>INVOICES TOTAL:</u>	<u>720.43</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.77
1 NEXAMP INC	ELECTRIC BILL	1,857.54
1 NICOR GAS	GAS BILL	143.89
	<u>INVOICES TOTAL:</u>	<u>2,068.20</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	8,130.00
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	11,382.00
	<u>INVOICES TOTAL:</u>	<u>19,512.00</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MORTAR	45.00
	<u>INVOICES TOTAL:</u>	<u>45.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	282.78
1 AMAZON CAPITAL SERVICES INC	CELL PHONE CASES	183.83
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	65.15
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	24.31

** Indicates pre-issue check.

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INVOICES TOTAL: 556.07

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHLORINE CYLINDER	10.00
		<u>INVOICES TOTAL:</u> <u>10.00</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	70.98
		<u>INVOICES TOTAL:</u> <u>70.98</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 2024	1,429.06
		<u>INVOICES TOTAL:</u> <u>1,429.06</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	34.42
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	43.73
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	39.48
		<u>INVOICES TOTAL:</u> <u>117.63</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	214.21
		<u>INVOICES TOTAL:</u> <u>214.21</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS	81.90
		<u>INVOICES TOTAL:</u> <u>81.90</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA CONFERENCE EXPENSES	13.34
1 TYLER ISHAM	PWX NATIONAL CONFERENCE EXPENSES	71.47
		<u>INVOICES TOTAL:</u> <u>84.81</u>

25,058.23

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRUCTURED SOLUTIONS LLC	GEOPOLYMER MANHOLE LINING	48,015.68

** Indicates pre-issue check.

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INVOICES TOTAL: 48,015.68

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	216,308.38
		<u>INVOICES TOTAL: 216,308.38</u>

264,324.06

5200-PARKING OPERATING EXPENSES

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/MAY 24-JULY 24	1,287.63
		<u>INVOICES TOTAL: 1,287.63</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	134.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	109.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.53
1 NEXAMP INC	ELECTRIC BILL	478.62
		<u>INVOICES TOTAL: 743.48</u>

2,031.11

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	33.96
1 NADLER GOLF CAR SALES INC	CAFE LEASE AGREEMENT	700.00
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00
		<u>INVOICES TOTAL: 774.96</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FAMILY GOLF OUTING ADVERTISING	80.00
		<u>INVOICES TOTAL: 80.00</u>

523425-HANDICAPPING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO DISTRICT GOLF ASSOCIATION	DUES	860.00
		<u>INVOICES TOTAL: 860.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	329.97

** Indicates pre-issue check.

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1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.16
		INVOICES TOTAL: 329.81

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,714.34
1 NEXAMP INC	ELECTRIC BILL	23.70
		INVOICES TOTAL: 3,760.05

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	TOWELS	247.18
1 MINT GREEN GROUP USA INC	GOLF APPAREL	78.62
1 SYSCO CHICAGO INC	FOOD PURCHASE	200.00
		INVOICES TOTAL: 525.80

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	886.78
		INVOICES TOTAL: 886.78

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	347.03
		INVOICES TOTAL: 347.03

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	450.00
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	2,220.72
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	576.96
		INVOICES TOTAL: 3,247.68

10,812.11

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,238.12
		INVOICES TOTAL: 1,238.12

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	886.78
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	372.28

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 1,259.06

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	1,148.10
1 REINDERS INC	MAINTENANCE SUPPLIES	1,000.47
		<u>INVOICES TOTAL: 2,148.57</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	474.00
		<u>INVOICES TOTAL: 474.00</u>

5,119.75

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
		<u>INVOICES TOTAL: 309.83</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FAMILY GOLF OUTING ADVERTISING	80.00
		<u>INVOICES TOTAL: 80.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	619.06
		<u>INVOICES TOTAL: 619.06</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	TOWELS	35.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	18.26
1 GRECO AND SONS INC	FOOD PURCHASE	95.26
1 GRECO AND SONS INC	FOOD PURCHASE	126.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	200.00
		<u>INVOICES TOTAL: 574.57</u>

534320-PURCHASES - FOOD & BEVERAGE

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/1/2024**

1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	700.00
** 1	ELGIN BEVERAGE CO	BEER PURCHASE	275.66
1	EUCLID BEVERAGE LLC	BEER PURCHASE	135.00
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	1,537.83
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	500.00
1	GRECO AND SONS INC	FOOD PURCHASE	233.49
1	GRECO AND SONS INC	FOOD PURCHASE	50.00
1	GRECO AND SONS INC	FOOD PURCHASE	100.00
1	GRECO AND SONS INC	FOOD PURCHASE	125.04
1	LAKESHORE BEVERAGE	BEER PURCHASE	51.65
1	PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	189.40
1	SCHAMBERGER BROTHERS INC	BEER PURCHASE	188.50
1	SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	400.00
1	SYSCO CHICAGO INC	FOOD PURCHASE	90.16
1	SYSCO CHICAGO INC	FOOD PURCHASE	140.00
1	TEC COFFEE & FOODS	COFFEE PURCHASE	55.00
<u>INVOICES TOTAL:</u>			<u>4,771.73</u>
			6,355.19

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	ALSCO	LINEN SERVICES	117.17
1	ALSCO	LINEN SERVICES	951.69
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
** 1	JK TECHNOLOGY SOLUTIONS	MONTHLY SUPPORT AND ONBOARDING FEE	550.00
<u>INVOICES TOTAL:</u>			<u>1,884.70</u>

523100-ADVERTISING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	EXAMINER PUBLICATIONS INC	FAMILY GOLF OUTING ADVERTISING	80.00
<u>INVOICES TOTAL:</u>			<u>80.00</u>

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	619.06
<u>INVOICES TOTAL:</u>			<u>619.06</u>

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	252.32
1	AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-4.58
1	AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.15

** Indicates pre-issue check.

DATE: 9/24/2024
 TIME: 8:56:02AM

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/1/2024**

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1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-1.50
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.60
1 EDWARD DON & COMPANY	TOWELS	35.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	95.26
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 MLA WHOLESALE INC	FLOWERS	76.45
1 SYSCO CHICAGO INC	FOOD PURCHASE	100.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	300.00
INVOICES TOTAL:		<u>1,052.25</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	509.56
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	625.65
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	33.40
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	190.94
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	800.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	75.60
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,408.92
1 GRECO AND SONS INC	FOOD PURCHASE	98.86
1 GRECO AND SONS INC	FOOD PURCHASE	631.13
1 GRECO AND SONS INC	FOOD PURCHASE	281.93
1 GRECO AND SONS INC	FOOD PURCHASE	502.31
1 GRECO AND SONS INC	FOOD PURCHASE	125.05
1 LAKESHORE BEVERAGE	BEER PURCHASE	51.66
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	327.41
1 SYSCO CHICAGO INC	FOOD PURCHASE	340.57
1 SYSCO CHICAGO INC	FOOD PURCHASE	478.44
1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.00
INVOICES TOTAL:		<u>6,536.43</u>

10,172.44

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
INVOICES TOTAL:		<u>100.00</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	700.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	112.68
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	349.48
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	205.35
1 EUCLID BEVERAGE LLC	BEER PURCHASE	215.48

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/1/2024**

1 EUCLID BEVERAGE LLC	BEER PURCHASE	466.33
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	400.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	75.60
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	60.00
1 GRECO AND SONS INC	FOOD PURCHASE	500.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	58.02
1 LAKESHORE BEVERAGE	BEER PURCHASE	65.44
1 LAKESHORE BEVERAGE	BEER PURCHASE	58.02
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	105.40
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	93.15
1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.00
	INVOICES TOTAL:	3,719.95

3,819.95

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,093.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	588.00
1 ONSOLVE LLC	CODE RED SERVICE AGREEMENT	17,500.00
	INVOICES TOTAL:	21,181.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	243.98
	INVOICES TOTAL:	243.98

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABSOLUTE DOORS & HOME SERVICES	EQUIPMENT REPAIRS	1,199.00
1 SCHINDLER ELEVATOR CORPORATION	MAINTENANCE AGREEMENT	1,935.00
1 STRICTLY TECHNOLOGY	HID ICLASS KEY FOBS	405.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	320.00
	INVOICES TOTAL:	3,859.00

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,414.26
1 T-MOBILE	TELEPHONE BILL	789.59
	INVOICES TOTAL:	5,203.85

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	85.12

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/1/2024**

1 NEXAMP INC

ELECTRIC BILL

151.78

INVOICES TOTAL: 236.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	98.61
1 AMAZON CAPITAL SERVICES INC	RETIREMENT DECORATIONS	129.64
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	30.98
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	652.11
1 WAREHOUSE DIRECT	PAPER/TISSUE/PAPER TOWEL	728.72
1 WAREHOUSE DIRECT	TISSUE/PAPER TOWEL	294.36
1 WAREHOUSE DIRECT	PAPER	599.88
		<u>INVOICES TOTAL: 2,534.30</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	44.03
		<u>INVOICES TOTAL: 44.03</u>

33,303.06

6100-VEHICLE REPLACEMENT EXPENSES

570170-POLICE VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CURRIE MOTORS	FORD UTILITY INTERCEPTOR VEHICLE	46,384.00
		<u>INVOICES TOTAL: 46,384.00</u>

570180-STREETS VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUTTON FORD INC	FORD F550 W/SNOWPLOW AND SPREADER	115,547.00
		<u>INVOICES TOTAL: 115,547.00</u>

570500-WATER VEHICLE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CURRIE MOTORS	WATER DEPT VEHICLE	47,504.00
		<u>INVOICES TOTAL: 47,504.00</u>

209,435.00

GRAND TOTAL: 837,676.50

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 10/1/2024

GENERAL FUND	192,166.44
MUNICIPAL BUILDING FUND	35,000.00
DEVELOPER DEPOSITS FUND	19,354.10
WATER FUND	20,725.06
SEWER FUND	289,382.29
PARKING FUND	2,031.11
GOLF FUND	36,279.44
CENTRAL SERVICES FUND	33,303.06
VEHICLE REPLACEMENT FUND	209,435.00
GRAND TOTAL	837,676.50

** Indicates pre-issue check.

Proclamation

Arts DuPage

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 2024 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 1st day of October 2024



Kevin Wallace, Village President



Agenda Item Executive Summary

AGENDA ITEM: Police Union Contract

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$

Budgeted \$

Fund: General

Corresponding Activity Measure: Operating budget

EXECUTIVE SUMMARY

The Village has reached a tentative agreement for the collective bargaining agreement with the Metropolitan Alliance of Police representing our Police Department. The term of this successor agreement is May 1, 2023, through April 30, 2027.

Among other provisions the contract provides for the following:

- Across the board wage increases of 4.0% (2023), 3.75% (2024), 3.5% (2025) and 3.25% (2026).
- The normal workday now includes a thirty-minute paid lunch period each day to match the Village and non-union police personnel's regular work schedule.
- Field Training Officer pay was added. For each shift an employee serves as a primary Field Training Officer they will receive an additional one hour of overtime pay.
- Officer in Charge pay was increased from \$3.00 to \$5.00 per hour.
- On-call pay was added for detectives, which will be \$25 per day that a detective is required to be available for a call out.
- Additional agreements regarding work rules and regulations pertaining to body-worn cameras, canine officer assignments, and drug testing following officer-involved shootings will continue.

We believe this new contract is both fair to the officers and beneficial to the department. It provides additional salary and pay for specific responsibilities. These additions not only recognize the work for our existing officers but also brings the department into a good position to compete for the most qualified candidates.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement between the Village of Bartlett and the Metropolitan Alliance of Police

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
 Resolution
 Ordinance
 Motion

MOTION: I move to approve Resolution 2024-_____, a Resolution Approving an Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114.

Staff: Paula Schumacher, Village Administrator

Date:

September 20, 2024

Memorandum

TO: Village President and Board of Trustees
FROM: Paula Schumacher, Village Administrator
DATE: September 13, 2024
SUBJECT: Police Union Contract

The Village has reached a tentative agreement for the collective bargaining agreement with the Metropolitan Alliance of Police representing our Police Department.

The term of this successor agreement is May 1, 2023, through April 2027. Our past contracts have been for three years, this one is for four years. This additional year provides some additional stability for the Village, department and the officers.

You may recall, On August 29, 2023, The Village filed an unfair labor practice against MAP and the union attorney John Gaw representing that he had failed and refused to bargain in good faith. On December 20, 2023, the union responded with their own ULP filing to refute the Village's position. These ULPs are still pending with the ILRB. However, as part of this tentative agreement, both parties agreed to drop the pending ULPs.

Most of the existing contract language remains the same, with the following exceptions:

- The normal workday now includes a thirty-minute paid lunch period each day to match the Village and non-union police personnel's regular work schedule.
- Off Duty Court Time minimum overtime pay guarantee was increased by 30 minutes from 2.5 hours to 3 hours. (except when court duty is immediately before, during or immediately after the employee's regular shift)
- President's Day was added to the holiday schedule to match the non-union holiday schedule.

- Across the board wage increases of 4.0% (2023), 3.75% (2024), 3.5% (2025) and 3.25% (2026).
- Longevity Pay was amended. Longevity one-time lump sum bonus of \$1,000 after 10 years of continuous service with the Village and a lump sum one-time bonus of \$1,500 after 15 years of continuous service has been eliminated. Instead, a bonus of \$2,000 will be paid when the employee completes 20 years of continuous service and each year thereafter.
- On-Call Pay for Detectives as added. For each day in which an employee is assigned to be on call as a Detective they will receive an additional \$25.00 lump sum payment. This is consistent with the on call pay in Public Works.
- Field Officer Training pay was added. For each shift an employee serves as a primary Field Training Officer they will receive an additional one hour of overtime pay.
- Officer in Charge pay was increased from \$3.00 to \$5.00/hour in the event an employee is designated officer in charge at the start of a shift.
- Complete Agreement language was expanded to include that all terms and agreements arrived at in this contract have been fully negotiated.
- Additional agreements regarding work rules and regulations pertaining to body-worn cameras, canine officer assignments, and drug testing following officer-involved shootings will continue.

We believe this new contract is both fair to the officers and beneficial to the department. It provides additional salary and pay for specific responsibilities. These additions not only recognize the work for our existing officers but brings the department into a good position to compete for the most qualified candidates.

I would like to bring the contract to executive session for review on October 1 and if possible, bring it to the Village Board Agenda to ratify that night as well.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN ALLIANCE
OF POLICE, CHAPTER #114**

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 Metropolitan Alliance of Police, Chapter #114, for May 1, 2023, through April 30, 2027 (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 Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on October 1, 2024, and approved on October 1, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

EXHIBIT A

Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114, for May 1, 2023, through April 30, 2027.

A G R E E M E N T
between
VILLAGE OF BARTLETT
and
METROPOLITAN ALLIANCE OF POLICE,
CHAPTER #114

May 1, 2023
through
April 30, 2027

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A G R E E M E N T

between

VILLAGE OF BARTLETT

and

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #114

PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF BARTLETT, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the Metropolitan Alliance of Police, Chapter #114 (hereinafter referred to as the “Chapter”), has as its basic purpose the promotion of harmonious relations between the Village and the Chapter; 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 conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I Recognition

Section 1.1. Recognition. The Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn police officers below the rank of Sergeant within the Police Department of the Village of Bartlett, as certified by the Illinois State Labor Relations Board in Case No. S-RC-00-07, but excluding all other Village employees, including but not limited to the Chief of Police, lieutenants, sergeants and all other supervisory and non-supervisory employees of the Police Department and the Village as defined by the Act, part-time employees, any employee who does not meet the definition of a peace officer as defined by the Illinois Public Labor Relations Act, and professional employees, short-term employees, managerial employees and confidential employees as defined by the Act.

Section 1.2. Probationary Period. The probationary period shall be eighteen (18) months in duration with an option by the Village to extend the probationary period up to six additional months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only, and allows the employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3. Fair Representation. The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

ARTICLE II Chapter Rights

Section 2.1. Chapter Use Of Bulletin Board. The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Chapter will limit the posting of Chapter notices to such bulletin board.

Section 2.2. Chapter Membership. The decision whether to join the Chapter or not join the Chapter is the individual decision of each employee. Neither the Village nor the Chapter will interfere with an employee's freedom of decision and/or discriminate against any employee because of Chapter membership or non-membership.

Section 2.3. Dues Checkoff. Upon receipt of a voluntary signed authorization from an employee, the Village agrees for the duration of this Agreement to deduct from such employee's pay uniform Chapter dues and, if applicable, initiation fees. The Chapter will notify the Village in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the first Village payday of each month and shall be remitted to the Chapter within 21 days of the date the deduction is made. In the event an employee desires to cancel the dues checkoff authorization, the employee must provide written notification to the Village and the Chapter; provided, however, that an employee who has signed a dues checkoff authorization may not cancel this authorization for a period of one year, or as of the termination date of this collective bargaining agreement, whichever date occurs sooner. In the event the dues checkoff authorization form used by the Chapter is in conflict with this Agreement, this Agreement shall be controlling.

Section 2.4. Indemnification. The Chapter shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village in complying with this Article. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

Section 2.5. Chapter Bargaining Team. All time spent in negotiations will be considered non-work time, provided that the Village will release one (1) bargaining unit employee to attend bargaining sessions held in connection with negotiation of the successor agreement with no loss in pay.

ARTICLE III
Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and examination techniques 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 the methods, means, organization and number of personnel; to determine and redetermine what work will be performed by employees; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget and its organizational structure; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the written provisions of this Agreement.

ARTICLE IV Grievance Procedure

Section 4.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Chapter against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Police and Fire Commission shall not be considered a grievance under this Agreement.

Section 4.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the employee’s or the Chapter’s knowledge of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Written To Immediate Supervisor. The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion.

STEP 2: Appeal To Chief. If the grievance is not settled in Step 1, the grievant or the Chapter may, within seven (7) calendar days following receipt of the immediate supervisor’s answer, file a written grievance with the Chief of Police (or the Deputy Chief if the Chief so designates) setting forth the nature of the grievance and the contract provision(s) involved. The steward and employee, with an outside representative from the Chapter, if the Chapter deems appropriate, and the Chief (and/or Deputy Chief) will discuss the grievance within seven (7) calendar days after receipt of the written grievance. The Chief may have present other police command personnel whom the Chief determines appropriate. The Chief will give the answer in writing within seven (7) calendar days of the discussion.

STEP 3: Appeal To Village Administrator. If the answer of the Chief is not acceptable, the grievant or the Chapter may, within seven (7) calendar days after receipt of the Chief’s answer, submit a written appeal to the Village Administrator. The Village Administrator shall submit a written answer within fourteen (14) calendar days. If the Village Administrator or the outside Chapter representative so elects, a meeting will be held with a Chapter representative or an outside representative of the Chapter, if appropriate, prior to submitting an answer; in which event the answer of the Village Administrator will be due fourteen (14) calendar days after said meeting.

Section 4.3. Arbitration. If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance, the Chapter may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Village Administrator’s written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a

panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit a 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.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.4. 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 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. Any decision or award of the arbitrator rendered within the limitations of this Section 4.4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 4.5. Time Limit For Filing. If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Chapter. If a grievance is not appealed to the next step within the specified 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 aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 4.6. Chapter Representative. The Chapter may designate a representative by submitting the name in writing to the Chief of Police. The Chapter may also designate an alternate representative to serve in the absence of the representative. When requested by the

grievant, the representative may participate in Steps 1, 2 and 3 of the grievance procedure and if such activity takes place during the normal straight-time work shift, neither the grievant nor the representative shall not suffer any loss of pay. Any other Chapter activity by the representative or alternate shall be during non-work time.

Section 4.7. Reprimands. An oral or written reprimand may be grieved, but may not be taken to arbitration.

Section 4.8. Weingarten Rights. Nothing herein shall be construed as a waiver of any right an employee may have to the presence of a pre-disciplinary, investigatory interview which the employee reasonably believes may lead to discipline of himself or herself.

ARTICLE V
No Strike-No Lockout

Section 5.1. No Strike. Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, and no police officer shall engage in or condone any strike, sympathy strike, slowdown, sit down, concerted withholding of services, mass resignations, mass absenteeism or picketing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and their obligations not to strike as imposed by the Illinois Public Labor Relations Act and to direct them to return to work. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 5.2. 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 Chapter.

Section 5.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VI
Hours of Work and Overtime

Section 6.1. Application Of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2. Normal Workweek And Workday. The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than 40 hours and some weeks less than 40 hours. The normal work day shall be eight (8) hours consisting of a thirty (30) minute paid lunch period each day subject to emergency work duties, and a 15-minute paid roll-call and a 15-minute paid period after the shift (e.g., 6:45 a.m. - 3:15 p.m.). If an employee is assigned to a twelve (12) hour workday, then such day shall include a thirty (30) paid meal period, subject to emergency work duties, and three paid 15 minute break periods, subject to emergency work duties. The shifts, work days and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the Village will give notice of such change to the individuals affected.

Section 6.3. Overtime Pay. Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eighty (80) hours in a fourteen (14) day work schedule established by the Department pursuant to the Fair Labor Standards Act. Time paid but not worked (vacations, including one-day vacations, holidays, and compensatory time off) shall be considered as hours worked for the purpose of calculating overtime pay except that paid sick leave shall not be considered as hours worked for the purpose of calculating overtime pay.

Section 6.4. Compensatory Time. An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, to a maximum of sixty (60) hours, by giving advance notice to the village. An employee with accrued compensatory time may make advance request for time off (in increments of no less than one-half day) and time off will be approved by the Chief or his designee based upon Departmental needs.

Section 6.5. Off-Duty Court Time. When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive a minimum pay guarantee of 3 hours of overtime pay; except that the 3 hour minimum overtime pay is not applicable where the employee performs court duty immediately before, during or immediately after the employee's regular shift.

Section 6.5.1. Court Stand-By. Following execution of this Agreement, an off-duty officer who is required to be on stand-by for DuPage County Court, and who is not subsequently required to report to court shall be compensated \$100.00 for each occurrence. Stand-by compensation shall be paid as soon as practicable during a subsequent payroll period.

Section 6.6. Overtime Work. The Chief of Police or the Chief's designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever

practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection.

Section 6.7. Call Back. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' work at straight-time rates. This Section shall not apply if an employee is directed to begin work early.

Section 6.8. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII
Holidays

Section 7.1. Holidays. The following holidays are observed under this Agreement:

New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	Four (4) Personal Days
Presidents' Day	

Section 7.2. Holiday Pay And Work Requirements. Employees who have completed ninety (90) days of service shall be credited with eight (8) hours' straight-time pay for each unworked observed holiday paid in the manner set forth in Section 7.3. Employees working on a holiday shall receive time and one-half for all hours worked on the holiday in addition to the employee's regular pay. Employees shall work all holidays which fall within the regular work schedule.

Section 7.3. Computation of Holiday Pay. Holiday pay under Section 7.2 will not be computed or paid on a regular pay basis, but in lieu thereof, unused holiday pay will be paid to all employees on or about November 1 of each year, i.e., such employees will be paid for holidays since the prior November 1st. Holiday hours will accrue as of the date of the holiday. Holidays will be paid on an eight-hour basis, whether worked or not. An employee may request time off, in lieu of pay, subject to administrative rules established by the Village.

ARTICLE VIII
Vacations

Section 8.1. Paid Vacations. Employees who, as of their anniversary date each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Continuous Service	Vacation
1st year through 5th year	80 hours
6th year through 10th year	120 hours
11th year or more year	160 hours

Commencing after 15 years, add 8 hours of vacation per year, ending with a maximum of 200 hours after 20 years.

Section 8.2. Vacation Pay. A week 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 8.3. Vacation Scheduling. Vacations shall be scheduled on a year round basis and employees shall be entitled to accumulate two weeks of vacation time from year to year. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one full day.

Section 8.4. Vacation Payout. Upon resignation, termination or retirement, employees shall be paid for vacation accrued.

Section 8.5. Vacation Exchange. An employee with five (5) or more years of service may elect once annually to exchange one week's vacation for pay in lieu of time off by giving written notice to the Village.

ARTICLE IX Sick Leave

Section 9.1. Purpose. Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability, not a vested right and does not extend to caring for ill or disabled family members or any other purpose. Provided, however use of sick leave to care for an immediate family member in the employee's household which necessitates the officer's absence from work shall be limited to three days in a calendar year. For purposes of this Section, members of the immediate family shall be limited to the employee's spouse or child (including step children).

Taking unjustified sick leave may be considered as just cause for dismissal from the Department. Nothing herein shall be construed as a waiver of an employee's right to due process before the Village Board of Fire and Police Commissioners.

Section 9.2. Days Accrued. Police officers 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 150 days.

Section 9.3. Accrued Sick Leave. An employee will receive one day's pay for each day of accrued sick leave which is used according to Section 9.1. Sick leave must be used in increments of no smaller than one-half day and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three or more consecutive days of sick leave, the employee may be required to supply a doctor's certificate which the Police Chief determines is satisfactory medical justification, except that the Police Chief may request a doctor's certificate for a shorter absence if the Chief determines this step is warranted. An employee who has five or more separate instances of sick leave in a calendar year is required to provide a doctor's excuse to be eligible for any further sick leave in that year. In the event a sick leave day and a holiday fall on the same day, holiday, not sick leave, is paid.

Section 9.4. Sick Leave Payout. An employee who at the beginning of a calendar year has accrued sixty (60) or more days of sick leave may elect payment at fifty percent (50%) at the end of that calendar year of all sick leave days accrued and unused during that calendar year in excess of six (6) sick leave days. For example, an eligible employee who uses no sick days during a calendar year shall bank six (6) sick leave days and shall be eligible to receive payment for the remaining six (6) sick leave days accrued but not used during that calendar year at fifty percent (50%) pay (three (3) days' pay).

Section 9.5. Sick Leave Buy Back At Retirement. This provision shall only be applicable to bargaining unit employees who voluntarily retire during the term of this collective bargaining agreement and receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. Any such officer 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. The proceeds of any such sick leave buy back may be placed into the Retirement Health Savings Plan established by the Village, subject to the terms and conditions of the RHS Plan. 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 X
Layoff and Recall

Section 10.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order. No layoff will occur without at least thirty (30) calendar days' notification to the Chapter. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff within the notice period, which they shall consider prior to implementation.

Section 10.2. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year, at which point seniority and the employment relationship will terminate. 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 fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving written notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee and mailing a copy to the Chapter, it being the obligation and responsibility of the employee to provide the Police Chief or the Chief's designee with the latest mailing address. If an employee fails to return to work after recall, or fails to request and obtain an extension of the return to work date, the employee's name shall be removed from the recall list.

**ARTICLE XI
Wages and Other Benefits**

Section 11.1. Minimum and Maximum Pay Rates. The minimum and maximum annual salaries for the term of this Agreement are:

	Minimum	Maximum
May 1, 2023	\$80,812	\$114,474
May 1, 2024	\$83,843	\$118,767
May 1, 2025	\$86,777	\$122,923
May 1, 2026	\$89,597	\$126,918

The parties agree to across the Board increases of 4.0% for 2023, 3.75% for 2024, 3.5% for 2025, and 3.25% for 2026.

The minimum rate shall be the hiring rate. No employee can be compensated below the minimum salary rate or above the maximum salary rate. Employees shall progress from minimum to maximum by means of annual salary merit increases described in Section 11.2. Wage increases are retroactive to May 1, 2023.

Section 11.2. Salary Increases and Performance Evaluation and Merit Increase System. The Salary Administration and Merit Increase System currently in effect, providing for annual merit reviews, shall continue in full force and effect.

It is understood and agreed that annual merit adjustment to base pay effective May 1 of each year are subject to the following:

	Increase
Competent	4 Steps
Exemplary	5 Steps
Superior	6 Steps

If an officer has been at the top of the pay system for a year or more as of May 1 and receives a rating of “superior” in his annual performance evaluation, then such officer shall receive a one-time, lump sum bonus in the gross amount of \$1,250.00, which said amount shall not be added to base pay. If an officer has been at the top of the pay system for a year or more as of May 1 and receives a rating of “exemplary” in his annual performance evaluation, then such officer shall receive a one-time, lump sum bonus in the gross amount of \$750.00, which said amount shall not be added to base pay.

If, from time to time, the Village updates the format, performance dimensions or criteria of the Salary Administration and Merit Increase System, it will supply the Chapter with written

notification of the update. In addition, the Chapter is encouraged to submit any updates to the Village which it would like the Village to consider.

Section 11.3. Longevity Pay. Employees shall receive longevity pay in the form of one-time lump sum payments (not added to base rates) when the employee completes the twentieth (20th) year of employment, and each year thereafter, as follows:

Continuous Service in Village Employ	Amount of Longevity Pay
After Twenty Years:	\$2,000

Section 11.4. Merit Grievance. Any overall merit evaluation may be grieved to Step 3 of the grievance procedure (Village Administrator), but not beyond Step 3, except that an overall merit evaluation of “exemplary” or less may be grieved to final and binding grievance arbitration.

Section 11.5. Interim Progress Discussions. If the Village believes that an employee may receive a merit evaluation of less than “competent”, the Village will give the employee a written indication thereof on or before February 1 and will be available to review with the employee what steps should be taken to improve the employee’s performance.

Section 11.6. Merit Increases - Probationary Employees. Employees who successfully complete their probationary periods between May 1 and August 31 shall receive the same merit increase step advances as other employees (Competent-2 Steps; Exemplary-3 Steps; Superior-4 Steps). Employees who successfully complete their probationary periods between September 1 and April 30 shall receive the following merit increases: Competent-1 Step; Exemplary-2 Steps; Superior-3 Steps.

Section 11.7. Pay Day. Employees will be paid every two weeks.

Section 11.8. Canine Officer. Covered officers assigned to act as the police Canine Officer shall receive compensation as set forth in the Canine Officer Assignment Agreement, attached hereto as Appendix B.

Section 11.9. Detective On-Call Pay. For each day in which an employee is assigned to be on call as a Detective, he or she will receive a \$25 additional lump sum payment. The Village will create a reasonable record-keeping system for employees to timely report each day he or she is on call as a Detective.

Section 11.10. FTO Pay. For each shift in which an employee serves as a primary Field Training Officer (FTO), he or she will receive an additional one hour in overtime pay.

ARTICLE XII Benefits

Section 12.1. Rest Periods. Employees will receive one 15-minute rest period for each full four hours on duty, as scheduled by the Village, unless not allowed because of emergency. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period.

Section 12.2. Uniform Allowance. Newly-hired employees shall be supplied uniforms and equipment which the Department determines appropriate. Probationary employees hired between May 1 and November 1 shall be eligible to receive 50% of the annual uniform allowance described herein on May 1 of the following calendar year. Employees who have completed the probationary period shall receive a \$900 annual uniform allowance to be expended for approved uniform items approved by the Chief of Police.

The uniform allowance payments shall be made as lump sum payments. There shall be no requirement for receipts. Employees are required to maintain their uniforms in a professional fashion at all times.

Section 12.3. Officer-In-Charge. In the event the Chief of Police or his designated representative appoints an employee as officer-in-charge of the shift, in writing, for a period of one full shift or more, the employee so selected by the Chief of Police or his designated representative shall receive additional pay of \$5.00 per hour. The Village will ensure that any employee completes officer-in-charge training approved by the Chief of Police prior to receiving an officer-in-charge designation.

Section 12.4. Protective Vests. The Village will replace, at Village cost, worn out protective vests, up to a maximum cost of \$900 per vest, including any additional amount needed for customized vests as approved by the Chief of Police. Any additional amount must be paid by the employee. All bargaining unit employees are required to wear vests while on duty. The standard years for replacement will be approximately five years, or the manufacturer's suggested period of useful life.

Section 12.5. Deferred Compensation Plan. Employees shall be eligible effective May 1, 1997 to participate in the Village's Section 457 Deferred Compensation Plan as it presently exists or as it may be changed from time to time by the Village. The Village has the right to amend or discontinue this Plan.

Section 12.6. State of Illinois Police Officer Physical Fitness. An employee who elects to satisfy the requirements of the Illinois Police Officer Physical Fitness Test (Power Test) shall receive a cash incentive payment of \$275 effective the first year the employee passes the test, \$350 the second consecutive year the employee passes the test and \$400 per year thereafter, so long as the employee takes the test and passes it in each consecutive year. If an employee fails to take or pass the test in a given year, and then passes it the following year, the cash incentive payment shall be \$275. The Chief of Police or his designee will schedule the testing process annually.

Section 12.7. Pension Pick-Up. The Village shall implement a program which is known as a pension pick-up program, which means that employee contributions to the Illinois Police Pension will be paid from pre-tax, rather than after tax, payroll dollars. This program will be effective January 1, 1998, or if later, upon receipt of Internal Revenue approval.

Section 12.8. Tuition Reimbursement. Employees will be eligible for tuition reimbursement for approved courses taken during the term of this Agreement, in accordance with the Village's Education Reimbursement Policy, as the same may be changed from time to time by the Village.

ARTICLE XIII
Leaves of Absence

Section 13.1. Unpaid Discretionary Leaves. The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave.

Section 13.2. Application For Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the immediate supervisor and it shall be in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the Village for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year.

Section 13.4. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, uncle, aunt, grandparents, or spouse's grandparents or grandchildren), an employee shall be granted up to three (3) consecutive work days as funeral leave (based upon the employee's shift) if the employee attends the funeral. An employee shall provide satisfactory evidence of the death of a member of the immediate family.

Section 13.5. Leave For Illness, Injury Or Pregnancy. (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctors at the end of every forty-five (45) day interval.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 13.6. Benefits While On Leave. (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his or her job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

- (a) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his or her seniority except for his or her leave, he shall go directly on layoff.
- (b) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 13.8. 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").

**ARTICLE XIV
Insurance**

Section 14.1. Life Insurance. The Village shall provide at Village cost group life insurance in the amount of \$40,000 for employees (not dependents).

Section 14.2. Village Basic Group Medical Insurance Plan. 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. Provided, however, the Village shall continue the current co-pay reimbursement program for bargaining unit employees until April 30, 2018, at which time such program shall terminate.

Section 14.3. Village Health Maintenance Organization (HMO) Plan. The Village shall provide one or more health maintenance organization plans covering employees and dependents, so long as such a plan is offered to other eligible Village employees. The benefits and HMO carrier shall be the same as those benefits and HMO carrier covering other Village employees, and may be changed from time to time by the Village.

Section 14.4. Cost of Coverage. 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:

	Village Basic Plan Under § 14.2
Employee-Only	85% Village 15% Employee
Family Coverage (employee and dependents)	85% Village 15% Employee
	Village HMO Plan Under § 14.3
Employee-Only	90% Village 10% Employee
Family Coverage (employee and dependents)	90% Village 10% Employee

Section 14.5. Pre-Tax Insurance Contribution. Employee contribution to group medical insurance can be paid out of pre-tax rather than after-tax salary dollars.

Section 14.6. Other Pre-Tax Payments. The existing Section 125 and 129 plans will be continued during the term of this Agreement, to the extent permitted by law.

Section 14.7. Dental Insurance. Employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to all other Village employees, which plan may be changed from time to time by the Village, by contributing the same dollar amounts as other Village employees contribute.

Section 14.8. Retiree Medical. An officer who retires in good standing with at least 20 years of service in the police department who is 50 years of age at time of retirement may, upon such retirement, elect to continue to participate in the Village's group medical insurance policy or plan, as the same may be changed from time to time by the Village for bargaining unit members, at the retired officer's own expense. The officer shall pay 100% of the cost of the premium for himself and eligible dependents, if dependent coverage is elected. When an eligible insured becomes eligible for Medicare, insurance benefits shall be in accordance with the applicable terms of the Village insurance plan. The retired officer and his or her dependents shall become ineligible to continue such coverage in the event the officer fails to remit payment of the premium to the Village in a timely manner, or as otherwise provided under the Village insurance plan.

Section 14.9. RHSP Contribution. Effective on or about January 1, 2010, the Village will contribute \$1,100 per calendar 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 calendar year. 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 14.10. 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.

ARTICLE XV
General

Section 15.1. Health and Safety. The Village will make reasonable provision for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the Village.

Section 15.2. Fire and Police Commission. The parties recognize that the Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. However, the authority to impose discipline, for just cause, shall be held by the Chief of Police, and shall be subject to the grievance and arbitration provisions of this agreement. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, provided such authority shall be exercised in accordance with the terms of this Agreement.

Section 15.3. Disciplinary Meetings and Arbitration of Discipline. Employees and the Chapter shall be given prior written notice of disciplinary suspensions and/or termination. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend an officer or dismiss a non-probationary bargaining unit employee for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within ten (10) calendar days after such discipline is imposed. The sole recourse under this Agreement for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee or the Chapter elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article IV of this Agreement, except that it shall be filed at Step 3 of the procedure by the employee or the Chapter. In accordance with Section 4.3 of Article IV, only the Union may refer a grievance to arbitration. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article IV of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the rules and regulations of the Village Board of Police commissioners.

Section 15.4. Drug Testing. In the event that the Village has reasonable suspicion of drug use based upon an employee's physical or mental ability to perform assigned duties, the Village may require the officer to submit to urinalysis, blood tests and/or other appropriate tests. The test results will be submitted to the Chief of Police and in the event of a positive test indicating alcohol abuse or unlawful use of drugs, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug use as permitted herein, the Village shall advise the Chapter of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive test, there shall be a confirmatory test using GC/MS techniques.

In case of any employee who tests positive for drug use, the Village and the Chapter will consult on whether to provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action against any employee where a test shows the presence of drugs; nor shall it be interpreted to preclude disciplinary action for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management and persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

The Village may order random drug testing (urinalysis), at its discretion, twice per calendar year. In each instance 10-20% of the sworn employees may be tested. Random testing shall be performed on an employee's on-duty day. The selection process will be made by drawing names randomly in the presence of a Chapter representative and the Chief of Police or a Deputy Chief of Police. Notification of a required drug test pursuant to this paragraph shall be made by the Chief's secretary or a supervisor in the rank of Sergeant or above.

In the event of a random test, the Village will implement an EMIT test as a drug screen and no conclusions will be based upon the initial screen. In the event of a positive result on the initial screen, the Village will submit the sample for a confirmatory test using the GC/MS testing procedure. A split sample method will be used initially. Upon request of the officer following a positive confirmatory test, the sample will be supplied to an independent laboratory selected by the officer, with the cost paid by the Village (but not to exceed the Village cost for its own confirmative GC/MS test). Employees who voluntarily seek assistance, before any positive drug test and before any disciplinary offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village-established Employee Assistance Program, which may be changed from time to time by the Village, after consultation with the Chapter. Any utilization of the Employee Assistance Program as described above shall be without disciplinary consequence.

Section 15.5. Fitness Examinations. If there is a justifiable concern about an employee's medical fitness for duty or medical fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. Should a covered employee be required to submit to an examination pursuant to this section, the employee shall be furnished a copy of any medical report. The Village will pay for the examination.

Section 15.6. Solicitation. The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Bartlett Police Department or the Village of Bartlett.

Bargaining unit members agree that the Village name, shield 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 Police 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, legal defense and other benefits to all patrol-rank police officers employed by the Village. This paragraph does not apply to the solicitation efforts of the Metropolitan Alliance of Police 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.

ARTICLE XVI
Term of Agreement and Legality Clauses

Section 16.1. Complete Agreement. The terms and conditions set forth herein represent the entire and exclusive Agreement between the parties with respect to salaries, fringe benefits and other conditions of employment. This Agreement supersedes all prior negotiations, representations, past practices, past policies or procedures, or agreements, either written or oral, between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 16.2. 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, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Chapter agree to immediately begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, **Article V, No Strike-No Lockout**, shall remain in full force and effect.

Section 16.3. Term of Agreement. This Agreement shall be effective the date it is fully executed by both parties. This Agreement shall remain in full force and effect until 11:59 p.m. on April 30, 2027. 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 either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2024.

VILLAGE OF BARTLETT:

METROPOLITAN ALLIANCE OF POLICE,

By _____

By _____

Appendix A

Step Pay Range Adj	Current	5/1/2023 Annual 4.0%	5/1/2024 Annual 3.75%	5/1/2025 Annual 3.5%	5/1/2026 Annual 3.25%
Start	\$77,704	\$80,812	\$83,843	\$86,777	\$89,597
2	\$79,264	\$82,435	\$85,526	\$88,519	\$91,396
3	\$80,058	\$83,260	\$86,383	\$89,406	\$92,312
4	\$80,856	\$84,090	\$87,244	\$90,297	\$93,232
5	\$81,664	\$84,931	\$88,115	\$91,199	\$94,163
6	\$82,478	\$85,777	\$88,994	\$92,109	\$95,102
7	\$83,305	\$86,637	\$89,886	\$93,032	\$96,056
8	\$84,136	\$87,501	\$90,783	\$93,960	\$97,014
9	\$84,981	\$88,380	\$91,694	\$94,904	\$97,988
10	\$85,829	\$89,262	\$92,609	\$95,851	\$98,966
11	\$86,687	\$90,154	\$93,535	\$96,809	\$99,955
12	\$87,550	\$91,052	\$94,466	\$97,773	\$100,950
13	\$88,432	\$91,969	\$95,418	\$98,758	\$101,967
14	\$89,312	\$92,884	\$96,368	\$99,741	\$102,982
15	\$90,207	\$93,815	\$97,333	\$100,740	\$104,014
16	\$91,111	\$94,755	\$98,309	\$101,750	\$105,056
17	\$92,018	\$95,699	\$99,287	\$102,762	\$106,102
18	\$92,939	\$96,657	\$100,281	\$103,791	\$107,164
19	\$93,875	\$97,630	\$101,291	\$104,836	\$108,243
20	\$94,807	\$98,599	\$102,297	\$105,877	\$109,318
21	\$95,758	\$99,588	\$103,323	\$106,939	\$110,415
22	\$96,713	\$100,582	\$104,353	\$108,006	\$111,516
23	\$97,683	\$101,590	\$105,400	\$109,089	\$112,634
24	\$98,658	\$102,604	\$106,452	\$110,178	\$113,759
25	\$99,646	\$103,632	\$107,518	\$111,281	\$114,898
26	\$100,641	\$104,667	\$108,592	\$112,392	\$116,045
27	\$101,648	\$105,714	\$109,678	\$113,517	\$117,206
28	\$102,660	\$106,766	\$110,770	\$114,647	\$118,373
29	\$103,693	\$107,841	\$111,885	\$115,801	\$119,564
30	\$104,725	\$108,914	\$112,998	\$116,953	\$120,754
31	\$105,772	\$110,003	\$114,128	\$118,122	\$121,961
32	\$106,830	\$111,103	\$115,270	\$119,304	\$123,181
33	\$107,901	\$112,217	\$116,425	\$120,500	\$124,416
34	\$108,979	\$113,338	\$117,588	\$121,704	\$125,659
35	\$110,071	\$114,474	\$118,767	\$122,923	\$126,918

APPENDIX B

Canine Officer Assignment Agreement

The Village of Bartlett Police Department, through its Chief of Police, Patrick Ullrich, and Officer Michael Kmiecik, hereby agree to the following conditions which relate to Officer Kmiecik's assignment as the department's Canine Officer.

As the department's Canine Officer, I, Michael Kmiecik, accept as witnessed by my signature, the following conditions of this assignment:

- A. That I will be responsible for the following canine duties during my normal work hours:
 - 1. Exercise
 - 2. Training
 - 3. Procuring food and supplies

- B. That I will be responsible for the following canine duties **off-duty**, at my residence:
 - 1. Cleaning the dog's kennel or other place where the dog is kept, and cleaning up after the dog.
 - 2. Feeding
 - 3. Exercise on off-duty days
 - 4. Trips to designated animal hospital/veterinarian
 - 5. Grooming

I understand that my regular **on-duty** work hours will be reduced by one hour per work day (10 hours per 14-day pay period), and that those 10 hours, which are paid, will be used to perform the **off-duty**, at-home canine care activities identified in (B) above. This will generally result in an **on-duty** work day of 7.5 hours (including a 30 minute unpaid lunch), and one paid hour **off-duty** for the purposes of performing at-home, canine care activities.

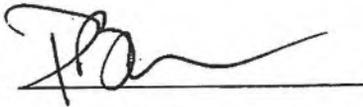
I understand that if the off-duty, at-home canine care activities exceed the standard 10 hours per pay period, that I am responsible for reporting the excess time on the bi-weekly activity sheet I will submit to my supervisor at the end of my last regular work day at the end of the pay period. I understand I am required to identify and describe on this activity sheet the extra canine duties I engaged in, and the times and duration during which they took place. I also understand that all overtime incurred for any reason must be reported via an overtime card within

the same fourteen day pay period in which it was worked in order to be considered and approved for payment.

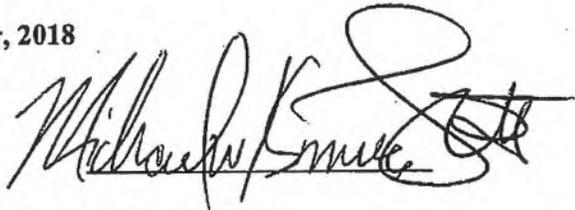
- C. Any and all necessary purchases of food, equipment, other supplies, and boarding expenses related to the care and training of the canine will be made via the establishment of a Village account with an appropriate supplier, and not at my own expense or at a location which is not approved by the Chief of Police or his designee (except under emergency circumstances).
- D. That I will only house the dog at my residence with the exception of those time-off absences described in Section G below.
- E. That all use of the assigned squad car will be limited to normal patrol duty and travel to and from duty assignments, to include boarding, medical care, and training of the canine.
- F. All canine medical care, either preventative or emergency in nature, will be done at an animal hospital designated and approved by the Chief of Police, and all related expenses will be billed to the Village by the animal hospital and paid directly to the animal hospital via the Finance Department's established payment system.
- G. I understand all extended time off take (three consecutive days or longer, including weekends) will be reported to my supervisor with at least one week's advance notice (except during emergencies). When traveling from home, I will board the canine at the pre-designated kennel or animal hospital and with the approval of the Chief of Police or his designee.

The undersigned acknowledge that this agreement shall remain in effect until such time as either party deems it necessary to make changes or terminate same due to personnel or program changes.

Executed this 4th day of September, 2018



Patrick Ullrich
Chief of Police
Village of Bartlett



Michael Kmiecik
Canine Officer
Village of Bartlett

Side Letter of Agreement

Drug Testing Following Officer Involved Shootings

The Village of Bartlett ("Village") and the Metropolitan Alliance of Police Chapter #114, ("Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Village's Administrative Order 123 (Drug Free Workforce), including but not limited to the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the applicable provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug-test.

Metropolitan Alliance of Police, Chapter #114

Village of Bartlett, Illinois

By: K. S.

By: Terri Wallace

Date: 8/31/18

Date: 9-4-18

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Village of Bartlett ("Village") and the Metropolitan Alliance of Police, Chapter #114 ("MAP"):

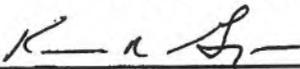
1. The parties hereby adopt "lock, stock, and barrel" the Body Worn Camera ("BWC") language agreed to by the City of Lake Forest and MAP, with only non-substantive changes to reflect that it will be applicable to Village of Bartlett Police Department, which is attached to this MOA, with the non-substantive changed written in. This new Body Worn Camera policy will be attached to the parties' collective bargaining agreement as Appendix D.
2. To account for the fact that the parties' current collective bargaining agreement does not have a section akin to Section 2.2 of the Lake Forest/MAP collective bargaining agreement, the following new Section 15.7, which is taken verbatim from the Lake Forest/MAP collective bargaining agreement except for changing the word "City" to "Village," shall be added to the parties' collective bargaining agreement:

Section 15.7. Work Rules and Regulations. The Village may adopt, change or modify work rules. The Village agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes or issues new rules applicable to employees that are in the form of General Orders, the Chapter will be given at least ten (10) days' prior notice absent emergency or legal considerations, before the effective date of the work rules in order that the Chapter may discuss such rules with the Chief of Police or the Chief's designee within that ten (10) day period before they become effective if the Chapter so requests. Work rules shall not conflict with any specific provisions of this Agreement.

3. This Memorandum of Agreement shall be effective on the date it is executed by authorized representatives of both parties.

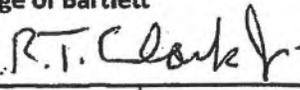
EXECUTED by the undersigned duly an authorized representative of each party.

Metropolitan Alliance of Police, Chapter #114

By 

Date 12/06/2023

Village of Bartlett

By 

By 12/4/2023

APPENDIX D

Village of Bartlett

RTK
12/5/23

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAKE FOREST AND 114
THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #114

This Memorandum of Agreement ("MOA") is hereby made and entered into by and between the Metropolitan Alliance of Police Chapter #114 (hereinafter the "Union"), and the City of Lake Forest (hereinafter the "Employer" or "City").

Village of Bartlett Village

WHEREAS, body worn cameras are an effective law enforcement tool that can reduce violent confrontations and complaints against officers. Body worn cameras provide additional documentation of police-public encounters and may be an important tool for collecting evidence and maintaining public trust; and

NOW, THEREFORE, the City and the Union do hereby agree as follows:

1. Pursuant to ~~Section 2.2~~ Section 15.7 RTK of the collective bargaining agreement, the Employer will adopt and implement the attached policy (attached hereto as ~~Exhibit 3~~) related to the use of officer-worn body worn cameras. The Employer's body worn camera policy shall not conflict with the terms of this MOA, the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706/10 et seq., and other applicable State and Federal laws. That policy and the related procedures are referred to in this MOA as the "BWC Policy."

Appendix D RR

2. The Employer has provided a copy of the BWC Policy to the Union and will provide a copy to all covered employees. If in the future the Employer desires to change the BWC policy, the Employer will provide the Union advance notice of the changes and follow the requirements of ~~Section 2.2~~ Section 15.7 RTK of the collective bargaining agreement ("CBA") and the Illinois Public Labor Relations Act ("IPLRA").

3. The Parties agree this MOA will be considered a part of the parties' CBA. Employer agrees to provide employees with training, at Employer's expense and during work hours, regarding the body-worn camera system, its use, and the applicable BWC Policy.

4. In the event of a breach of this MOA by either Party, the issue may be raised pursuant to the grievance process contained in Article ~~13~~ IV RTK of the Parties' Collective Bargaining Agreement ("CBA") as to members covered by the CBA.

5. This MOA constitutes a bargained-for status quo for purposes of bargaining a successor CBA.

6. Body worn cameras shall not be remotely activated without extraordinary/exigent circumstances (e.g. a missing and/or unresponsive officer). Should the body worn camera be activated remotely or "live streamed," absent a

APPENDIX D

RD
12/15/23

compelling safety or law enforcement reason, the officer shall be notified by confirmed advance audio and/or visual means.

7. Body worn camera footage may be used in performance reviews and other supervisory responsibilities, but is not intended to replace the review of officer performance in the field. Employer's review of covered employees BWC video shall not be conducted for discriminatory, retaliatory, arbitrary and capricious, or illegal reasons.

8. Unless expressly prohibited by law, the recording officer shall have access and shall be permitted to review his or her recordings prior to completing incident reports or other documentation, provided that this fact is disclosed in the report or documentation.

9. Unless expressly prohibited by law, officers shall have the right to review his or her body worn camera footage prior to any "interrogation" or "informal inquiry" as defined under the Uniform Peace Officer Disciplinary Act 50 ILCS 725/1 et seq. Officers shall have the option of reviewing his or her recordings in the presence of the officer's attorney or labor representative prior to making a statement during an interrogation, provided that such review shall not unreasonably delay the investigatory interview. The parties reaffirm that all disciplinary investigations will be conducted in compliance with the CBA, including but not limited to Section 15.3, Bill of Rights, and that the discipline, suspension, and/or discharge of non-probationary employees shall be for "just cause" pursuant to Section 2.1 of the CBA. Article III

15.3
RDC

10. Nothing in this MOA or the City's BWC policy is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication protected by a legally recognized privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Unless forbidden by law, an officer may turn off their body camera to engage in privileged communications. Note: A privileged conversation does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

11. In the event of a conflict between an express provision of this MOA and applicable law, the law will govern. In the event this MOA conflicts with a change in law, either party may request bargaining pursuant to the CBA and IPLRA.

12. The parties agree the BWC technology will implement a maximum of 30-second buffer period, unless otherwise required by law. The Lake Forest Police Department has determined that the buffer period will record video only, not audio, and the Union does not object to that determination. Bartlett RR

13. This Memorandum of Agreement will take effect upon the signature of the Union and the Employer.

APPENDIX D

14. The MOA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Should any section or clause of this MOA be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

R.D. Clark Jr
City of Lake Forest
Village of Bartlett
Date: 12/5/23

K n S
Metropolitan Alliance of Police
Date: 12/06/2023

RPL

John Doe
Metropolitan Alliance of Police
Chapter # ~~114~~ 114
Date: 12/06/2023



Agenda Item Executive Summary

AGENDA ITEM: IGA to Continue Coalition DBA Railway Safety and Monitoring

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$40,000 **Budgeted** \$40,000 upon approval

Fund: Professional services **Corresponding Activity Measure:** Continue to work with Stop CPKC on traffic mitigation

EXECUTIVE SUMMARY

In the fall of 2022, the Village of Bartlett joined a coalition called "Stop CPKC," which includes several communities along the Milwaukee West Line and DuPage County. The coalition aims to oppose the merger between Canadian Pacific and Kansas City Rail. In the spring of 2023, the Surface Transportation Board ultimately approved the merger.

However, the pursuit of mitigation, oversight, and funding continues. The Intergovernmental Agreement (IGA) before you this evening will further this effort, allowing the parties to collaborate in communicating, managing, and representing their joint interests.

The cost-sharing agreement, not to exceed \$40,000 for each municipality, will cover the coordination mentioned earlier. Additionally, it will help secure and manage a \$1.235 million grant from the Department of Commerce and Economic Opportunity, which will support oversight and data collection. This includes, but is not limited to, tracking gate downtime, real-time train activity, and train lengths. The funding will reimburse some of the coalition's expenses for our consultants and experts and will help support ongoing initiatives.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, IGA

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Develop a strategy to identify and complete roadway improvement and traffic mitigation programs and design

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I MOVE TO APPROVE RESOLUTION 2024-_____ A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO CONTINUE WITH THE COALITION TO STOP CPKC AND OPPOSING THE MERGER OF THE CANADIAN PACIFIC RAILWAY AND KANSAS CITY SOUTHERN RAILROADS AS PROPOSED

Staff: Scott Skrycki, Asst. Village Administrator

Date: Sept 23, 2024

Memorandum

TO: Paula Schumacher, Village Administrator

FROM: Scott Skrycki, Assistant Village Administrator

DATE: September 6, 2024

SUBJECT: IGA TO CONTINUE TO THE COALITION TO STOP CPKC (DBA RAIL SAFETY & MONITORING COALITION) OPPOSING MERGER OF THE CANADIAN PACIFIC RAILWAY AND KANSAS CITY SOUTHERN RAILROADS AS PROPOSED

In the fall of 2022, the Village of Bartlett joined a coalition called "Stop CPKC," which includes several communities along the Milwaukee West Line and DuPage County. The coalition aims to oppose the merger between Canadian Pacific and Kansas City Rail. In the spring of 2023, the Surface Transportation Board ultimately approved the merger.

However, the pursuit of mitigation, oversight, and funding continues. The Intergovernmental Agreement (IGA) before you this evening will further this effort, allowing the parties to collaborate in communicating, managing, and representing their joint interests.

The cost-sharing agreement, not to exceed \$40,000 for each municipality, will cover the coordination mentioned earlier. Additionally, it will help secure and manage a \$1.235 million grant from the Department of Commerce and Economic Opportunity, which will support oversight and data collection. This includes, but is not limited to, tracking gate downtime, real-time train activity, and train lengths. The funding will reimburse some of the coalition's expenses for our consultants and experts and will help support ongoing initiatives.

RESOLUTION 2024 - _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO CONTINUE THE COALITION TO STOP CPKC AND OPPOSING THE MERGER OF THE CANADIAN PACIFIC RAILWAY AND KANSAS CITY SOUTHERN RAILROADS

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 Intergovernmental Agreement to Continue the Coalition to Stop CPKC (dba Railway Safety & Monitoring Coalition) and opposing the merger of the Canadian Pacific Railway and Kansas City Southern Railroads as proposed between the Village of Bartlett, the Village of Bensenville, the Village of Hanover Park, the Village of Itasca, the Village of Roselle, the Village of Schaumburg, the City of Elgin, the City of Wood Dale, and the County of DuPage (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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 Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on October 1, 2024, and approved on October 1, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

INTERGOVERNMENTAL AGREEMENT TO CONTINUE THE COALITION TO STOP
CPKC (DBA RAILWAY SAFETY & MONITORING COALITION) OPPOSING MERGER
OF THE CANADIAN PACIFIC RAILWAY AND KANSAS CITY SOUTHERN RAILROADS
AS PROPOSED

This Agreement is made this 1st day of October, 2024 (“Effective Date”), by and between the Village of Bartlett, the Village of Bensenville, the Village of Hanover Park, the Village of Itasca, the Village of Roselle, the Village of Schaumburg, the City of Elgin, the City of Wood Dale (collectively, the “Municipalities”), and the County of DuPage (“DuPage”). The Municipalities and DuPage are referred to hereinbelow collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Parties are municipal corporations; and

WHEREAS, the Parties will be hereby known as Railway Safety & Monitoring Coalition; and

WHEREAS, DuPage, by virtue of its powers set forth in the “Counties Code” (55 ILCS 5/5-1005 and the Municipalities, by virtue of their respective powers set forth in the “Illinois Municipal Code” (65 ILCS 5/5-1-1 *et seq.*), are authorized to enter into this Agreement; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* allow units of local government to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, effective April 14, 2023, the United States Surface Transportation Board (“STB”) approved the merger of the Canadian Pacific and Kansas City Southern Railroads and their affiliated companies (the “CPKC Merger”); and

WHEREAS, the approval of the CPKC Merger is expected to increase the number and length of freight trains on the section of the Milwaukee District West rail line that runs through the respective boundaries of the Parties by up to 300% within three years; and

WHEREAS, the Parties agree that the increase of freight train traffic and longer trains running through their communities may have a detrimental impact on the safety and quality of life for residents, economic development, and business operations for 300,000 residents and commuters who traverse through these communities daily; and

WHEREAS, in October 2022, the Parties formed a Coalition to represent their common interests during the merger process and now the seven-year merger oversight period instituted by the STB as a condition on its approval of the CPKC Merger; and

WHEREAS, the Parties, in 2024 through December 31, 2025, desire to continue to share the costs and expenses related to communicating, managing, and representing the Coalition’s interests in an amount not to exceed \$40,000 per year for each Party; and

WHEREAS, the Parties, in 2024 through December 31, 2025, desire to share the costs and expenses related to the unfunded mandates stipulated in the STB oversight period and will draw from Illinois SB0251, SA 2 Article 52 Section 825, "The sum of \$1,235,000, or so much thereof as may be necessary, is appropriated from the General Revenue Fund to the Department of Commerce and Economic Opportunity for a grant to Itasca for costs associated with the Coalition to Stop CPKC."

AGREEMENT

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Parties as follows:

Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Agreement.

Coalition Continuation and Purpose. The Parties agree to continue to work as a Coalition to communicate, manage, and represent the joint interests of the Coalition's members. The Coalition will retain legal, technical, and government affairs attorneys and consultants to advise in support of the shared interests of the Parties along the railroad, from Bensenville and ending in Elgin.

Coordination. The Village of Itasca agrees to coordinate on behalf of all Parties in evaluating and retaining attorneys and consultants consistent with the Coalition's purpose as described in paragraph.

Cost Sharing. From 2024 through December 31, 2025, the Parties desire to continue to share the costs and expenses related to communicating, managing, and representing the Coalition's interests in an amount not to exceed \$40,000 per year for each Party. Also, the Parties, in 2024 through December 31, 2025, desire to share the costs and expenses related to the unfunded mandates stipulated in the STB oversight period and will draw from Illinois SB0251, SA 2 Article 52 Section 825, "The sum of \$1,235,000, or so much thereof as may be necessary, is appropriated from the General Revenue Fund to the Department of Commerce and Economic Opportunity for a grant to Itasca for costs associated with the Coalition to Stop CPKC."

The Coalition shall not be responsible for expenses associated with any work completed on behalf of an individual Party. The Coalition shall be responsible for establishing and approving the eligible shared interests and associated costs and expenses. All materials produced by the Coalition, all data collected by or on behalf of the Coalition, and all reports, memoranda, and other documents produced by the attorneys and consultants retained by the Coalition shall be the property of the Coalition, which each member shall have the right to access and use in efforts that advance the objectives of the Coalition.

Payment. The Coalition will provide the Parties with invoices reflecting each Party's responsibility. All Parties agree to pay their respective invoices within 45 days of receipt. Failure to timely pay the invoices will result in the matter being brought before the Coalition for review and resolution, which may include consideration of terminating or suspending the Party's participation in Coalition activities and access to Coalition work product.

Termination. If a Party wishes to leave the Coalition, it may do so by submitting a 30-day written notice to the Coalition and the Village of Itasca. After the written notice is received by the Coalition and the Village of Itasca, the exiting Party shall pay any remaining balance of shared Coalition costs on or before the expiration of the 30-day period and, upon such payment, shall no longer be responsible for the decisions made and costs incurred by the Coalition after the date payment is received.

Representations. Each Party represents to the other that it has obtained all necessary approvals, consents, and authorizations to enter into this Agreement; the person executing this Agreement on behalf of their Party has the authority to do so; upon execution of this Agreement by the Parties, it is valid and binding, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law, or any other governing authority of the Party.

The parties hereby enter into this Agreement as of the Effective Date.

Village of Itasca

By: _____

Name: Jeffrey Pruyn

Title: Village Mayor

Date: _____

City of Wood Dale

By: _____

Name: Nunzio Pulice

Title: City Mayor

Date: _____

Village of Bensenville

By: _____

Name: Frank DeSimone

Title: Village President

Date: _____

Village of Roselle

By: _____

Name: David Pileski

Title: Village Mayor

Date: _____

Village of Bartlett

By: _____

Name: Kevin Wallace

Title: Village President

Date: _____

Village of Hanover Park

By: _____

Name: Rodney Craig

Title: Village President

Date: _____

City of Elgin

By: _____

Name: David Kaptain

Title: City Mayor

Date: _____

Village of Schaumburg

By: _____

Name: Tom Dailly

Title: Village President

Date: _____

County of DuPage

By: _____

Name: Deborah Conroy

Title: County Board Chair

Date: _____



Agenda Item Executive Summary

AGENDA ITEM: Liquor License Creation Class C Ext. **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
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Fund: _____ Corresponding Activity Measure: _____

EXECUTIVE SUMMARY

Attached for your consideration is an ordinance amending Section 3-3-2-6: Class C Ext. of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner. This ordinance increases the number of license from 4 to 6.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 09-24-2024

Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2024-____ An Ordinance Amending Section 3-3-2-6 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class C Extended Licenses.

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 09/24/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 9/24/2024
Re: Liquor License Creation Class C Ext.

Attached for your consideration is an ordinance amending Section 3-3-2-6: Class C Ext. of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner. This ordinance increases the licenses from 4 to 6.

Motion

I move to approve Ordinance 2024-____ An Ordinance Amending Section 3-3-2-6 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class C Extended Licenses.

ORDINANCE 2024-_____

AN ORDINANCE AMENDING SECTION 3-3-2-6 OF THE BARTLETT LIQUOR CONTROL ORDINANCE REGARDING THE NUMBER OF CLASS C EXTENDED LICENSES.

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

SECTION ONE: That Title 3 of the Bartlett Municipal Code, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-6: C Extended Shall be amended to read as follows:

3-3-2-6:C Ext. NUMBER ISSUED: THE NUMBER OF CLASS C
EXTENDED LICENSES SHALL BE LIMITED TO 6

SECTION THREE: SEVERABILITY

The various provisions of this ordinance are to be considered as severable and if any part or portion of this ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 1, 2024

APPROVED: October 1, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024-_____ enacted on October 1, 2024 and approved on October 1, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Liquor License Creation Class A **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
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Fund: _____ **Corresponding Activity Measure:** _____

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 12/26/19
Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2024-____ An Ordinance Amending Section 3-3-2-1 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class A Licenses

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 09/24/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 9/24/2024
Re: Liquor License Creation Class A

Attached for your consideration is an ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to approve Ordinance 2024-____ An Ordinance Amending Section 3-3-2-1 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class A Licenses

ORDINANCE 2024-_____

AN ORDINANCE AMENDING SECTION 3-3-2-1 OF THE BARTLETT LIQUOR CONTROL ORDINANCE REGARDING THE NUMBER OF CLASS A LICENSES

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

SECTION ONE: That Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-1: "A" Shall be amended to read as follows:

3-3-2-1: A NUMBER ISSUED: THE NUMBER OF CLASS A LICENSES SHALL BE LIMITED TO 25

SECTION THREE: SEVERABILITY

The various provisions of this ordinance are to be considered as severable and if any part or portion of this ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **October 1, 2024**

APPROVED: **October 1, 2024**

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024-_____ enacted on October 1, 2024 and approved on October 1, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Class V Liquor License Creation **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
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Fund: Corresponding Activity Measure:

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-21: Class V of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 09/24/2024

Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to Approve Ordinance 2024-_____ An Ordinance Amending Section 3-3-2-21 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class V Licenses.

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 09/24/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 09/24/2024
Re: Class V Liquor License Creation

Attached for your consideration is an Ordinance amending Section 3-3-2-21: Class V of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to Approve Ordinance 2024-_____ An Ordinance Amending Section 3-3-2-21 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class V Licenses.

ORDINANCE 2024-_____

An Ordinance Amending Section 3-3-2-21 of the Bartlett Liquor Control Ordinance regarding the Number of Class V Licenses.

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

SECTION ONE: That Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-21: V Shall be amended to read as follows:

3-3-2-21:V NUMBER ISSUED: THE NUMBER OF CLASS V
LICENSES SHALL BE LIMITED TO 11

SECTION THREE: SEVERABILITY

The various provisions of this ordinance are to be considered as severable and if any part or portion of this ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 1, 2024

APPROVED: October 1, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024-_____ enacted on October 1, 2024 and approved on October 1, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Move Town Hall portion in Agenda **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount \$ N/A **Budgeted** \$ N/A

Fund: N/A **Corresponding Activity Measure:** N/A

EXECUTIVE SUMMARY

Recent requests have been made to move up the townhall portion of the meeting prior to the consent agenda to allow for greater public input

To facilitate that move in the agenda, an ordinance needs to be amended. The ordinance is section 1-6-4-2 to move up Town Hall portion for the meeting before the vote on the consent agenda.

ATTACHMENTS (PLEASE LIST)

Memo

Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal:

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve ordinance 2024- ____ AN ORDINANCE AMENDING SECTION 1-6-4-2 OF THE BARTLETT MUNICIPAL CODE REGARDING THE ORDER OF BUSINESS FOR THE VILLAGE BOARD OF TRUSTEES

Staff: Scott Skrycki, Asst. Village Administrator

Date: September 9, 2024

Memorandum

TO: Village President and Board of Trustees
FROM: Scott Skrycki, Assistant Village Administrator
DATE: September 24, 2024
SUBJECT: Move up Town Hall portion of meeting

Recent requests have been made to move up the townhall portion of the meeting prior to the consent agenda

To facilitate that move in the agenda, an ordinance needs to be amended. The ordinance is section 1-6-4-2 to move up Town Hall portion for the meeting before the vote on the consent agenda.

ORDINANCE 2024 - _____

AN ORDINANCE AMENDING SECTION 1-6-4-2 OF THE BARTLETT MUNICIPAL CODE REGARDING THE ORDER OF BUSINESS FOR THE VILLAGE BOARD OF TRUSTEES

WHEREAS, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village has previously adopted regulations addressing the order of business for meetings of the Village Board of Trustees; and

WHEREAS, the Village finds that it is in the public interest to amend the order of business for meetings of the Village Board of Trustees as set forth in this Ordinance.

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

SECTION 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Amendment to Section 1-6-4-2 of the Village Code. That subsection 1-6-4-2, "Order of Business," of Section 1-6-4, "Rules of Order," of Chapter 6, "Village Board of Trustees," of Title 1, "Administrative," of the Bartlett Municipal Code be amended as follows: (additions in **bold and underline**, deletions in ~~strikethrough~~):

"1-6-4-2: Order of Business:

The order of business of the Board of Trustees of the Village shall be as follows:

- A. Call to order.
- B. Roll call.
- C. Pledge of Allegiance.
- D. Town Hall.**
- ~~D.E.~~ Consent Agenda.
- ~~E.F.~~ Approval of minutes of previous meeting(s).

- F.G. Approval of bill list.
- G.H. Treasurer's report.
- H.I. President's report.
- I.J. Question and answer session President and Board of Trustees.
- J. ~~Town Hall~~
- K. Standing committee reports:
 - Community and Economic Development
 - Finance
 - License and Ordinance
 - Police and Health
 - Public Works and Golf.
- L. New business.
- M. Question and answer among the President and Board of Trustees.
- N. Adjournment.

SECTION 3. Severability. The various provisions of this Ordinance are to be considered as severable, and if any Court of competent jurisdiction shall hold any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 4. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- _____ enacted on October 1, 2024, and approved on October 1, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: A resolution authorizing participation as a member in the Illinois Emergency Management Mutual Aid System response pursuant to an intergovernmental agreement for the establishment of a mutual aid intergovernmental service agreement.

BOARD OR COMMITTEE Board

BUDGET IMPACT

Amount	N/A	Budgeted	N/A
Fund: N/A	Corresponding Activity Measure: Maintain a safe community and CALEA accreditation		

EXECUTIVE SUMMARY

Attached are a resolution, an intergovernmental agreement, and a memorandum outlining the police department's proposal to authorize the Village of Bartlett's participation in the Illinois Emergency Management Mutual Aid System (IEMMAS) through an agreement with the Kane County Office of Emergency Management. This participation will allow the Village to request and provide mutual aid during disasters and emergencies, enhancing our capacity for coordinated response and support.

ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum
- Resolution
- IEMMAS Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: CONTINUE TO ENHANCE AND IMPROVE EFFICIENCY OF SERVICE DELIVERY METHODS AND APPROACHES

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-_____, a resolution authorizing participation as a member in the Illinois Emergency Management Mutual Aid System response pursuant to an intergovernmental agreement for the establishment of a mutual aid intergovernmental service agreement.

Staff: Kyle Rybaski, Commander/Emergency Management

Date: 10/1/2024

POLICE DEPARTMENT MEMORANDUM
24-49

DATE: October 1, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kyle Rybaski, Commander

RE: Resolution Authorizing Participation in the Illinois Emergency Management Mutual Aid System (IEMMAS)

This resolution seeks authorization for the Village of Bartlett to join in the Illinois Emergency Management Mutual Aid System (IEMMAS), through an intergovernmental agreement with the Kane County Office of Emergency Management. By participating in IEMMAS, the Village will be able to both request and provide assistance during disasters and emergencies.

Kane County is transitioning from its existing mutual aid agreement to the IEMMAS statewide system, which is modeled after successful mutual aid frameworks such as ILEAS (Illinois Law Enforcement Alarm System) and MABAS (Mutual Aid Box Alarm System).

The IEMMAS agreement will not interfere with any mutual aid agreements currently in place with Cook or DuPage counties. Moreover, there are no financial obligations associated with adopting this agreement. Participation in IEMMAS will enhance disaster response coordination across jurisdictions, ensuring more efficient resource sharing and management during emergencies.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the Village of Bartlett (the "**Village**") is a home rule municipality located in Cook, DuPage, and Kane Counties, Illinois; and

WHEREAS, the Village has established the Bartlett Emergency Management Agency ("**BEMA**") to perform appropriate functions in case of emergencies; and

WHEREAS, emergency situations may arise that exceed the capabilities of the Village and its emergency management agency to deal effectively with in terms of personnel, equipment, and material resources; and

WHEREAS, the Village acknowledges the benefits of mutual aid and resource sharing among neighboring jurisdictions to provide effective emergency response services; and

WHEREAS, the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement ("**Mutual Aid Intergovernmental Service Agreement**") enables participating members to request and provide assistance during emergencies by assigning personnel, equipment, or material resources as situations allow; and

WHEREAS, in adopting the Mutual Aid Intergovernmental Service Agreement, the Village, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment, or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides additional powers to units of local government that work together; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that

such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS: The Village's participation in the Illinois Emergency Management Mutual Aid System is authorized by the Illinois Emergency Management Act, Section 3305/13, and pursuant to the ordinances of the Village of Bartlett allowing participation in various mutual aid agreements; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the interests of the public health, safety, and welfare of the Village and its residents to enter into the Mutual Aid Intergovernmental Service Agreement.

NOW, THEREFORE, 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. RECITALS. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION TWO. APPROVAL. The Village of Bartlett is hereby authorized to participate as a member of the Illinois Emergency Management Mutual Aid System pursuant to the Mutual Aid Intergovernmental Service Agreement, a copy of which is attached hereto as Exhibit A and is incorporated herein.

SECTION THREE. AUTHORIZATION. The Village President and Village Clerk are hereby authorized and directed to sign and attest respectively, the Mutual Aid Intergovernmental Service Agreement on behalf of the Village and undertake such actions as may be necessary and convenient to enforce its terms.

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

SECTION FIVE. Repeal and Savings Clause. All resolutions or parts of resolutions in conflict herewith are hereby repealed; provided however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

SECTION SIX. 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 2024 - _____ enacted on _____, 2024, and approved on _____, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

(Attached on following page)

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. "Emergency Management Coordinator": Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. "Emergency Management Staff": includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. "Initial Governing Board": The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. "Public Agency": A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. "IEMMAS Regional Directors": The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as "IEMMAS"). IEMMAS shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "IEMMAS Board."

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.



Agenda Item Executive Summary

AGENDA ITEM: Police Union Contract

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
Fund: General		Corresponding Activity Measure: Operating budget	

EXECUTIVE SUMMARY

The Village has reached a tentative agreement for the collective bargaining agreement with the Metropolitan Alliance of Police representing our Police Department. The term of this successor agreement is May 1, 2023, through April 30, 2027.

Among other provisions the contract provides for the following:

- Across the board wage increases of 4.0% (2023), 3.75% (2024), 3.5% (2025) and 3.25% (2026).
- The normal workday now includes a thirty-minute paid lunch period each day to match the Village and non-union police personnel's regular work schedule.
- Field Training Officer pay was added. For each shift an employee serves as a primary Field Training Officer they will receive an additional one hour of overtime pay.
- Officer in Charge pay was increased from \$3.00 to \$5.00 per hour.
- On-call pay was added for detectives, which will be \$25 per day that a detective is required to be available for a call out.
- Additional agreements regarding work rules and regulations pertaining to body-worn cameras, canine officer assignments, and drug testing following officer-involved shootings will continue.

We believe this new contract is both fair to the officers and beneficial to the department. It provides additional salary and pay for specific responsibilities. These additions not only recognize the work for our existing officers but also brings the department into a good position to compete for the most qualified candidates.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement between the Village of Bartlett and the Metropolitan Alliance of Police

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
 Resolution
 Ordinance
 Motion

MOTION: I move to approve Resolution 2024-_____, a Resolution Approving an Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114.

Staff: Paula Schumacher, Village Administrator

Date: September 20, 2024

Memorandum

TO: Village President and Board of Trustees
FROM: Paula Schumacher, Village Administrator
DATE: September 13, 2024
SUBJECT: Police Union Contract

The Village has reached a tentative agreement for the collective bargaining agreement with the Metropolitan Alliance of Police representing our Police Department.

The term of this successor agreement is May 1, 2023, through April 2027. Our past contracts have been for three years, this one is for four years. This additional year provides some additional stability for the Village, department and the officers.

You may recall, On August 29, 2023, The Village filed an unfair labor practice against MAP and the union attorney John Gaw representing that he had failed and refused to bargain in good faith. On December 20, 2023, the union responded with their own ULP filing to refute the Village's position. These ULPs are still pending with the ILRB. However, as part of this tentative agreement, both parties agreed to drop the pending ULPs.

Most of the existing contract language remains the same, with the following exceptions:

- The normal workday now includes a thirty-minute paid lunch period each day to match the Village and non-union police personnel's regular work schedule.
- Off Duty Court Time minimum overtime pay guarantee was increased by 30 minutes from 2.5 hours to 3 hours. (except when court duty is immediately before, during or immediately after the employee's regular shift)
- President's Day was added to the holiday schedule to match the non-union holiday schedule.

- Across the board wage increases of 4.0% (2023), 3.75% (2024), 3.5% (2025) and 3.25% (2026).
- Longevity Pay was amended. Longevity one-time lump sum bonus of \$1,000 after 10 years of continuous service with the Village and a lump sum one-time bonus of \$1,500 after 15 years of continuous service has been eliminated. Instead, a bonus of \$2,000 will be paid when the employee completes 20 years of continuous service and each year thereafter.
- On-Call Pay for Detectives as added. For each day in which an employee is assigned to be on call as a Detective they will receive an additional \$25.00 lump sum payment. This is consistent with the on call pay in Public Works.
- Field Officer Training pay was added. For each shift an employee serves as a primary Field Training Officer they will receive an additional one hour of overtime pay.
- Officer in Charge pay was increased from \$3.00 to \$5.00/hour in the event an employee is designated officer in charge at the start of a shift.
- Complete Agreement language was expanded to include that all terms and agreements arrived at in this contract have been fully negotiated.
- Additional agreements regarding work rules and regulations pertaining to body-worn cameras, canine officer assignments, and drug testing following officer-involved shootings will continue.

We believe this new contract is both fair to the officers and beneficial to the department. It provides additional salary and pay for specific responsibilities. These additions not only recognize the work for our existing officers but brings the department into a good position to compete for the most qualified candidates.

I would like to bring the contract to executive session for review on October 1 and if possible, bring it to the Village Board Agenda to ratify that night as well.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN ALLIANCE
OF POLICE, CHAPTER #114**

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 Metropolitan Alliance of Police, Chapter #114, for May 1, 2023, through April 30, 2027 (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 1, 2024, and approved on October 1, 2024, 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 Metropolitan Alliance of Police, Chapter #114, for May 1, 2023, through April 30, 2027.

A G R E E M E N T
between
VILLAGE OF BARTLETT
and
METROPOLITAN ALLIANCE OF POLICE,
CHAPTER #114

May 1, 2023
through
April 30, 2027

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A G R E E M E N T

between

VILLAGE OF BARTLETT

and

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #114

PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF BARTLETT, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the Metropolitan Alliance of Police, Chapter #114 (hereinafter referred to as the "Chapter"), has as its basic purpose the promotion of harmonious relations between the Village and the Chapter; 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 conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I Recognition

Section 1.1. Recognition. The Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn police officers below the rank of Sergeant within the Police Department of the Village of Bartlett, as certified by the Illinois State Labor Relations Board in Case No. S-RC-00-07, but excluding all other Village employees, including but not limited to the Chief of Police, lieutenants, sergeants and all other supervisory and non-supervisory employees of the Police Department and the Village as defined by the Act, part-time employees, any employee who does not meet the definition of a peace officer as defined by the Illinois Public Labor Relations Act, and professional employees, short-term employees, managerial employees and confidential employees as defined by the Act.

Section 1.2. Probationary Period. The probationary period shall be eighteen (18) months in duration with an option by the Village to extend the probationary period up to six additional months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only, and allows the employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3. Fair Representation. The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

ARTICLE II Chapter Rights

Section 2.1. Chapter Use Of Bulletin Board. The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Chapter will limit the posting of Chapter notices to such bulletin board.

Section 2.2. Chapter Membership. The decision whether to join the Chapter or not join the Chapter is the individual decision of each employee. Neither the Village nor the Chapter will interfere with an employee's freedom of decision and/or discriminate against any employee because of Chapter membership or non-membership.

Section 2.3. Dues Checkoff. Upon receipt of a voluntary signed authorization from an employee, the Village agrees for the duration of this Agreement to deduct from such employee's pay uniform Chapter dues and, if applicable, initiation fees. The Chapter will notify the Village in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the first Village payday of each month and shall be remitted to the Chapter within 21 days of the date the deduction is made. In the event an employee desires to cancel the dues checkoff authorization, the employee must provide written notification to the Village and the Chapter; provided, however, that an employee who has signed a dues checkoff authorization may not cancel this authorization for a period of one year, or as of the termination date of this collective bargaining agreement, whichever date occurs sooner. In the event the dues checkoff authorization form used by the Chapter is in conflict with this Agreement, this Agreement shall be controlling.

Section 2.4. Indemnification. The Chapter shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village in complying with this Article. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

Section 2.5. Chapter Bargaining Team. All time spent in negotiations will be considered non-work time, provided that the Village will release one (1) bargaining unit employee to attend bargaining sessions held in connection with negotiation of the successor agreement with no loss in pay.

ARTICLE III
Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and examination techniques 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 the methods, means, organization and number of personnel; to determine and redetermine what work will be performed by employees; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget and its organizational structure; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the written provisions of this Agreement.

ARTICLE IV
Grievance Procedure

Section 4.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Chapter against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Police and Fire Commission shall not be considered a grievance under this Agreement.

Section 4.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the employee’s or the Chapter’s knowledge of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Written To Immediate Supervisor. The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion.

STEP 2: Appeal To Chief. If the grievance is not settled in Step 1, the grievant or the Chapter may, within seven (7) calendar days following receipt of the immediate supervisor’s answer, file a written grievance with the Chief of Police (or the Deputy Chief if the Chief so designates) setting forth the nature of the grievance and the contract provision(s) involved. The steward and employee, with an outside representative from the Chapter, if the Chapter deems appropriate, and the Chief (and/or Deputy Chief) will discuss the grievance within seven (7) calendar days after receipt of the written grievance. The Chief may have present other police command personnel whom the Chief determines appropriate. The Chief will give the answer in writing within seven (7) calendar days of the discussion.

STEP 3: Appeal To Village Administrator. If the answer of the Chief is not acceptable, the grievant or the Chapter may, within seven (7) calendar days after receipt of the Chief’s answer, submit a written appeal to the Village Administrator. The Village Administrator shall submit a written answer within fourteen (14) calendar days. If the Village Administrator or the outside Chapter representative so elects, a meeting will be held with a Chapter representative or an outside representative of the Chapter, if appropriate, prior to submitting an answer; in which event the answer of the Village Administrator will be due fourteen (14) calendar days after said meeting.

Section 4.3. Arbitration. If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance, the Chapter may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Village Administrator’s written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a

panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit a 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.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.4. 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 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. Any decision or award of the arbitrator rendered within the limitations of this Section 4.4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 4.5. Time Limit For Filing. If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Chapter. If a grievance is not appealed to the next step within the specified 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 aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 4.6. Chapter Representative. The Chapter may designate a representative by submitting the name in writing to the Chief of Police. The Chapter may also designate an alternate representative to serve in the absence of the representative. When requested by the

grievant, the representative may participate in Steps 1, 2 and 3 of the grievance procedure and if such activity takes place during the normal straight-time work shift, neither the grievant nor the representative shall not suffer any loss of pay. Any other Chapter activity by the representative or alternate shall be during non-work time.

Section 4.7. Reprimands. An oral or written reprimand may be grieved, but may not be taken to arbitration.

Section 4.8. Weingarten Rights. Nothing herein shall be construed as a waiver of any right an employee may have to the presence of a pre-disciplinary, investigatory interview which the employee reasonably believes may lead to discipline of himself or herself.

ARTICLE V
No Strike-No Lockout

Section 5.1. No Strike. Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, and no police officer shall engage in or condone any strike, sympathy strike, slowdown, sit down, concerted withholding of services, mass resignations, mass absenteeism or picketing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and their obligations not to strike as imposed by the Illinois Public Labor Relations Act and to direct them to return to work. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 5.2. 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 Chapter.

Section 5.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VI
Hours of Work and Overtime

Section 6.1. Application Of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2. Normal Workweek And Workday. The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than 40 hours and some weeks less than 40 hours. The normal work day shall be eight (8) hours consisting of a thirty (30) minute paid lunch period each day subject to emergency work duties, and a 15-minute paid roll-call and a 15-minute paid period after the shift (e.g., 6:45 a.m. - 3:15 p.m.). If an employee is assigned to a twelve (12) hour workday, then such day shall include a thirty (30) paid meal period, subject to emergency work duties, and three paid 15 minute break periods, subject to emergency work duties. The shifts, work days and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the Village will give notice of such change to the individuals affected.

Section 6.3. Overtime Pay. Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eighty (80) hours in a fourteen (14) day work schedule established by the Department pursuant to the Fair Labor Standards Act. Time paid but not worked (vacations, including one-day vacations, holidays, and compensatory time off) shall be considered as hours worked for the purpose of calculating overtime pay except that paid sick leave shall not be considered as hours worked for the purpose of calculating overtime pay.

Section 6.4. Compensatory Time. An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, to a maximum of sixty (60) hours, by giving advance notice to the village. An employee with accrued compensatory time may make advance request for time off (in increments of no less than one-half day) and time off will be approved by the Chief or his designee based upon Departmental needs.

Section 6.5. Off-Duty Court Time. When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive a minimum pay guarantee of 3 hours of overtime pay; except that the 3 hour minimum overtime pay is not applicable where the employee performs court duty immediately before, during or immediately after the employee's regular shift.

Section 6.5.1. Court Stand-By. Following execution of this Agreement, an off-duty officer who is required to be on stand-by for DuPage County Court, and who is not subsequently required to report to court shall be compensated \$100.00 for each occurrence. Stand-by compensation shall be paid as soon as practicable during a subsequent payroll period.

Section 6.6. Overtime Work. The Chief of Police or the Chief's designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever

practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection.

Section 6.7. Call Back. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' work at straight-time rates. This Section shall not apply if an employee is directed to begin work early.

Section 6.8. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII
Holidays

Section 7.1. Holidays. The following holidays are observed under this Agreement:

New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	Four (4) Personal Days
Presidents' Day	

Section 7.2. Holiday Pay And Work Requirements. Employees who have completed ninety (90) days of service shall be credited with eight (8) hours' straight-time pay for each unworked observed holiday paid in the manner set forth in Section 7.3. Employees working on a holiday shall receive time and one-half for all hours worked on the holiday in addition to the employee's regular pay. Employees shall work all holidays which fall within the regular work schedule.

Section 7.3. Computation of Holiday Pay. Holiday pay under Section 7.2 will not be computed or paid on a regular pay basis, but in lieu thereof, unused holiday pay will be paid to all employees on or about November 1 of each year, i.e., such employees will be paid for holidays since the prior November 1st. Holiday hours will accrue as of the date of the holiday. Holidays will be paid on an eight-hour basis, whether worked or not. An employee may request time off, in lieu of pay, subject to administrative rules established by the Village.

**ARTICLE VIII
Vacations**

Section 8.1. Paid Vacations. Employees who, as of their anniversary date each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Continuous Service	Vacation
1st year through 5th year	80 hours
6th year through 10th year	120 hours
11th year or more year	160 hours

Commencing after 15 years, add 8 hours of vacation per year, ending with a maximum of 200 hours after 20 years.

Section 8.2. Vacation Pay. A week 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 8.3. Vacation Scheduling. Vacations shall be scheduled on a year round basis and employees shall be entitled to accumulate two weeks of vacation time from year to year. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one full day.

Section 8.4. Vacation Payout. Upon resignation, termination or retirement, employees shall be paid for vacation accrued.

Section 8.5. Vacation Exchange. An employee with five (5) or more years of service may elect once annually to exchange one week's vacation for pay in lieu of time off by giving written notice to the Village.

ARTICLE IX
Sick Leave

Section 9.1. Purpose. Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability, not a vested right and does not extend to caring for ill or disabled family members or any other purpose. Provided, however use of sick leave to care for an immediate family member in the employee's household which necessitates the officer's absence from work shall be limited to three days in a calendar year. For purposes of this Section, members of the immediate family shall be limited to the employee's spouse or child (including step children).

Taking unjustified sick leave may be considered as just cause for dismissal from the Department. Nothing herein shall be construed as a waiver of an employee's right to due process before the Village Board of Fire and Police Commissioners.

Section 9.2. Days Accrued. Police officers 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 150 days.

Section 9.3. Accrued Sick Leave. An employee will receive one day's pay for each day of accrued sick leave which is used according to Section 9.1. Sick leave must be used in increments of no smaller than one-half day and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three or more consecutive days of sick leave, the employee may be required to supply a doctor's certificate which the Police Chief determines is satisfactory medical justification, except that the Police Chief may request a doctor's certificate for a shorter absence if the Chief determines this step is warranted. An employee who has five or more separate instances of sick leave in a calendar year is required to provide a doctor's excuse to be eligible for any further sick leave in that year. In the event a sick leave day and a holiday fall on the same day, holiday, not sick leave, is paid.

Section 9.4. Sick Leave Payout. An employee who at the beginning of a calendar year has accrued sixty (60) or more days of sick leave may elect payment at fifty percent (50%) at the end of that calendar year of all sick leave days accrued and unused during that calendar year in excess of six (6) sick leave days. For example, an eligible employee who uses no sick days during a calendar year shall bank six (6) sick leave days and shall be eligible to receive payment for the remaining six (6) sick leave days accrued but not used during that calendar year at fifty percent (50%) pay (three (3) days' pay).

Section 9.5. Sick Leave Buy Back At Retirement. This provision shall only be applicable to bargaining unit employees who voluntarily retire during the term of this collective bargaining agreement and receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. Any such officer 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. The proceeds of any such sick leave buy back may be placed into the Retirement Health Savings Plan established by the Village, subject to the terms and conditions of the RHS Plan. 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 X
Layoff and Recall

Section 10.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order. No layoff will occur without at least thirty (30) calendar days' notification to the Chapter. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff within the notice period, which they shall consider prior to implementation.

Section 10.2. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year, at which point seniority and the employment relationship will terminate. 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 fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving written notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee and mailing a copy to the Chapter, it being the obligation and responsibility of the employee to provide the Police Chief or the Chief's designee with the latest mailing address. If an employee fails to return to work after recall, or fails to request and obtain an extension of the return to work date, the employee's name shall be removed from the recall list.

ARTICLE XI
Wages and Other Benefits

Section 11.1. Minimum and Maximum Pay Rates. The minimum and maximum annual salaries for the term of this Agreement are:

	Minimum	Maximum
May 1, 2023	\$80,812	\$114,474
May 1, 2024	\$83,843	\$118,767
May 1, 2025	\$86,777	\$122,923
May 1, 2026	\$89,597	\$126,918

The parties agree to across the Board increases of 4.0% for 2023, 3.75% for 2024, 3.5% for 2025, and 3.25% for 2026.

The minimum rate shall be the hiring rate. No employee can be compensated below the minimum salary rate or above the maximum salary rate. Employees shall progress from minimum to maximum by means of annual salary merit increases described in Section 11.2. Wage increases are retroactive to May 1, 2023.

Section 11.2. Salary Increases and Performance Evaluation and Merit Increase System. The Salary Administration and Merit Increase System currently in effect, providing for annual merit reviews, shall continue in full force and effect.

It is understood and agreed that annual merit adjustment to base pay effective May 1 of each year are subject to the following:

	Increase
Competent	4 Steps
Exemplary	5 Steps
Superior	6 Steps

If an officer has been at the top of the pay system for a year or more as of May 1 and receives a rating of “superior” in his annual performance evaluation, then such officer shall receive a one-time, lump sum bonus in the gross amount of \$1,250.00, which said amount shall not be added to base pay. If an officer has been at the top of the pay system for a year or more as of May 1 and receives a rating of “exemplary” in his annual performance evaluation, then such officer shall receive a one-time, lump sum bonus in the gross amount of \$750.00, which said amount shall not be added to base pay.

If, from time to time, the Village updates the format, performance dimensions or criteria of the Salary Administration and Merit Increase System, it will supply the Chapter with written

notification of the update. In addition, the Chapter is encouraged to submit any updates to the Village which it would like the Village to consider.

Section 11.3. Longevity Pay. Employees shall receive longevity pay in the form of one-time lump sum payments (not added to base rates) when the employee completes the twentieth (20th) year of employment, and each year thereafter, as follows:

Continuous Service in Village Employ	Amount of Longevity Pay
After Twenty Years:	\$2,000

Section 11.4. Merit Grievance. Any overall merit evaluation may be grieved to Step 3 of the grievance procedure (Village Administrator), but not beyond Step 3, except that an overall merit evaluation of “exemplary” or less may be grieved to final and binding grievance arbitration.

Section 11.5. Interim Progress Discussions. If the Village believes that an employee may receive a merit evaluation of less than “competent”, the Village will give the employee a written indication thereof on or before February 1 and will be available to review with the employee what steps should be taken to improve the employee’s performance.

Section 11.6. Merit Increases - Probationary Employees. Employees who successfully complete their probationary periods between May 1 and August 31 shall receive the same merit increase step advances as other employees (Competent-2 Steps; Exemplary-3 Steps; Superior-4 Steps). Employees who successfully complete their probationary periods between September 1 and April 30 shall receive the following merit increases: Competent-1 Step; Exemplary-2 Steps; Superior-3 Steps.

Section 11.7. Pay Day. Employees will be paid every two weeks.

Section 11.8. Canine Officer. Covered officers assigned to act as the police Canine Officer shall receive compensation as set forth in the Canine Officer Assignment Agreement, attached hereto as Appendix B.

Section 11.9. Detective On-Call Pay. For each day in which an employee is assigned to be on call as a Detective, he or she will receive a \$25 additional lump sum payment. The Village will create a reasonable record-keeping system for employees to timely report each day he or she is on call as a Detective.

Section 11.10. FTO Pay. For each shift in which an employee serves as a primary Field Training Officer (FTO), he or she will receive an additional one hour in overtime pay.

ARTICLE XII Benefits

Section 12.1. Rest Periods. Employees will receive one 15-minute rest period for each full four hours on duty, as scheduled by the Village, unless not allowed because of emergency. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period.

Section 12.2. Uniform Allowance. Newly-hired employees shall be supplied uniforms and equipment which the Department determines appropriate. Probationary employees hired between May 1 and November 1 shall be eligible to receive 50% of the annual uniform allowance described herein on May 1 of the following calendar year. Employees who have completed the probationary period shall receive a \$900 annual uniform allowance to be expended for approved uniform items approved by the Chief of Police.

The uniform allowance payments shall be made as lump sum payments. There shall be no requirement for receipts. Employees are required to maintain their uniforms in a professional fashion at all times.

Section 12.3. Officer-In-Charge. In the event the Chief of Police or his designated representative appoints an employee as officer-in-charge of the shift, in writing, for a period of one full shift or more, the employee so selected by the Chief of Police or his designated representative shall receive additional pay of \$5.00 per hour. The Village will ensure that any employee completes officer-in-charge training approved by the Chief of Police prior to receiving an officer-in-charge designation.

Section 12.4. Protective Vests. The Village will replace, at Village cost, worn out protective vests, up to a maximum cost of \$900 per vest, including any additional amount needed for customized vests as approved by the Chief of Police. Any additional amount must be paid by the employee. All bargaining unit employees are required to wear vests while on duty. The standard years for replacement will be approximately five years, or the manufacturer's suggested period of useful life.

Section 12.5. Deferred Compensation Plan. Employees shall be eligible effective May 1, 1997 to participate in the Village's Section 457 Deferred Compensation Plan as it presently exists or as it may be changed from time to time by the Village. The Village has the right to amend or discontinue this Plan.

Section 12.6. State of Illinois Police Officer Physical Fitness. An employee who elects to satisfy the requirements of the Illinois Police Officer Physical Fitness Test (Power Test) shall receive a cash incentive payment of \$275 effective the first year the employee passes the test, \$350 the second consecutive year the employee passes the test and \$400 per year thereafter, so long as the employee takes the test and passes it in each consecutive year. If an employee fails to take or pass the test in a given year, and then passes it the following year, the cash incentive payment shall be \$275. The Chief of Police or his designee will schedule the testing process annually.

Section 12.7. Pension Pick-Up. The Village shall implement a program which is known as a pension pick-up program, which means that employee contributions to the Illinois Police Pension will be paid from pre-tax, rather than after tax, payroll dollars. This program will be effective January 1, 1998, or if later, upon receipt of Internal Revenue approval.

Section 12.8. Tuition Reimbursement. Employees will be eligible for tuition reimbursement for approved courses taken during the term of this Agreement, in accordance with the Village's Education Reimbursement Policy, as the same may be changed from time to time by the Village.

ARTICLE XIII
Leaves of Absence

Section 13.1. Unpaid Discretionary Leaves. The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave.

Section 13.2. Application For Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the immediate supervisor and it shall be in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the Village for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year.

Section 13.4. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, uncle, aunt, grandparents, or spouse's grandparents or grandchildren), an employee shall be granted up to three (3) consecutive work days as funeral leave (based upon the employee's shift) if the employee attends the funeral. An employee shall provide satisfactory evidence of the death of a member of the immediate family.

Section 13.5. Leave For Illness, Injury Or Pregnancy. (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctors at the end of every forty-five (45) day interval.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 13.6. Benefits While On Leave. (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his or her job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

- (a) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his or her seniority except for his or her leave, he shall go directly on layoff.
- (b) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 13.8. 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").

**ARTICLE XIV
Insurance**

Section 14.1. Life Insurance. The Village shall provide at Village cost group life insurance in the amount of \$40,000 for employees (not dependents).

Section 14.2. Village Basic Group Medical Insurance Plan. 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. Provided, however, the Village shall continue the current co-pay reimbursement program for bargaining unit employees until April 30, 2018, at which time such program shall terminate.

Section 14.3. Village Health Maintenance Organization (HMO) Plan. The Village shall provide one or more health maintenance organization plans covering employees and dependents, so long as such a plan is offered to other eligible Village employees. The benefits and HMO carrier shall be the same as those benefits and HMO carrier covering other Village employees, and may be changed from time to time by the Village.

Section 14.4. Cost of Coverage. 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:

	Village Basic Plan Under § 14.2
Employee-Only	85% Village 15% Employee
Family Coverage (employee and dependents)	85% Village 15% Employee
	Village HMO Plan Under § 14.3
Employee-Only	90% Village 10% Employee
Family Coverage (employee and dependents)	90% Village 10% Employee

Section 14.5. Pre-Tax Insurance Contribution. Employee contribution to group medical insurance can be paid out of pre-tax rather than after-tax salary dollars.

Section 14.6. Other Pre-Tax Payments. The existing Section 125 and 129 plans will be continued during the term of this Agreement, to the extent permitted by law.

Section 14.7. Dental Insurance. Employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to all other Village employees, which plan may be changed from time to time by the Village, by contributing the same dollar amounts as other Village employees contribute.

Section 14.8. Retiree Medical. An officer who retires in good standing with at least 20 years of service in the police department who is 50 years of age at time of retirement may, upon such retirement, elect to continue to participate in the Village's group medical insurance policy or plan, as the same may be changed from time to time by the Village for bargaining unit members, at the retired officer's own expense. The officer shall pay 100% of the cost of the premium for himself and eligible dependents, if dependent coverage is elected. When an eligible insured becomes eligible for Medicare, insurance benefits shall be in accordance with the applicable terms of the Village insurance plan. The retired officer and his or her dependents shall become ineligible to continue such coverage in the event the officer fails to remit payment of the premium to the Village in a timely manner, or as otherwise provided under the Village insurance plan.

Section 14.9. RHSP Contribution. Effective on or about January 1, 2010, the Village will contribute \$1,100 per calendar 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 calendar year. 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 14.10. 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.

ARTICLE XV
General

Section 15.1. Health and Safety. The Village will make reasonable provision for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the Village.

Section 15.2. Fire and Police Commission. The parties recognize that the Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. However, the authority to impose discipline, for just cause, shall be held by the Chief of Police, and shall be subject to the grievance and arbitration provisions of this agreement. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, provided such authority shall be exercised in accordance with the terms of this Agreement.

Section 15.3. Disciplinary Meetings and Arbitration of Discipline. Employees and the Chapter shall be given prior written notice of disciplinary suspensions and/or termination. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend an officer or dismiss a non-probationary bargaining unit employee for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within ten (10) calendar days after such discipline is imposed. The sole recourse under this Agreement for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee or the Chapter elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article IV of this Agreement, except that it shall be filed at Step 3 of the procedure by the employee or the Chapter. In accordance with Section 4.3 of Article IV, only the Union may refer a grievance to arbitration. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article IV of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the rules and regulations of the Village Board of Police commissioners.

Section 15.4. Drug Testing. In the event that the Village has reasonable suspicion of drug use based upon an employee's physical or mental ability to perform assigned duties, the Village may require the officer to submit to urinalysis, blood tests and/or other appropriate tests. The test results will be submitted to the Chief of Police and in the event of a positive test indicating alcohol abuse or unlawful use of drugs, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug use as permitted herein, the Village shall advise the Chapter of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive test, there shall be a confirmatory test using GC/MS techniques.

In case of any employee who tests positive for drug use, the Village and the Chapter will consult on whether to provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action against any employee where a test shows the presence of drugs; nor shall it be interpreted to preclude disciplinary action for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management and persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

The Village may order random drug testing (urinalysis), at its discretion, twice per calendar year. In each instance 10-20% of the sworn employees may be tested. Random testing shall be performed on an employee's on-duty day. The selection process will be made by drawing names randomly in the presence of a Chapter representative and the Chief of Police or a Deputy Chief of Police. Notification of a required drug test pursuant to this paragraph shall be made by the Chief's secretary or a supervisor in the rank of Sergeant or above.

In the event of a random test, the Village will implement an EMIT test as a drug screen and no conclusions will be based upon the initial screen. In the event of a positive result on the initial screen, the Village will submit the sample for a confirmatory test using the GC/MS testing procedure. A split sample method will be used initially. Upon request of the officer following a positive confirmatory test, the sample will be supplied to an independent laboratory selected by the officer, with the cost paid by the Village (but not to exceed the Village cost for its own confirmative GC/MS test). Employees who voluntarily seek assistance, before any positive drug test and before any disciplinary offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village-established Employee Assistance Program, which may be changed from time to time by the Village, after consultation with the Chapter. Any utilization of the Employee Assistance Program as described above shall be without disciplinary consequence.

Section 15.5. Fitness Examinations. If there is a justifiable concern about an employee's medical fitness for duty or medical fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. Should a covered employee be required to submit to an examination pursuant to this section, the employee shall be furnished a copy of any medical report. The Village will pay for the examination.

Section 15.6. Solicitation. The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Bartlett Police Department or the Village of Bartlett.

Bargaining unit members agree that the Village name, shield 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 Police 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, legal defense and other benefits to all patrol-rank police officers employed by the Village. This paragraph does not apply to the solicitation efforts of the Metropolitan Alliance of Police 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.

ARTICLE XVI
Term of Agreement and Legality Clauses

Section 16.1. Complete Agreement. The terms and conditions set forth herein represent the entire and exclusive Agreement between the parties with respect to salaries, fringe benefits and other conditions of employment. This Agreement supersedes all prior negotiations, representations, past practices, past policies or procedures, or agreements, either written or oral, between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 16.2. 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, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Chapter agree to immediately begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, **Article V, No Strike-No Lockout**, shall remain in full force and effect.

Section 16.3. Term of Agreement. This Agreement shall be effective the date it is fully executed by both parties. This Agreement shall remain in full force and effect until 11:59 p.m. on April 30, 2027. 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 either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2024.

VILLAGE OF BARTLETT:

METROPOLITAN ALLIANCE OF POLICE,

By _____

By _____

Appendix A

Step Pay Range Adj	Current	5/1/2023 Annual 4.0%	5/1/2024 Annual 3.75%	5/1/2025 Annual 3.5%	5/1/2026 Annual 3.25%
Start	\$77,704	\$80,812	\$83,843	\$86,777	\$89,597
2	\$79,264	\$82,435	\$85,526	\$88,519	\$91,396
3	\$80,058	\$83,260	\$86,383	\$89,406	\$92,312
4	\$80,856	\$84,090	\$87,244	\$90,297	\$93,232
5	\$81,664	\$84,931	\$88,115	\$91,199	\$94,163
6	\$82,478	\$85,777	\$88,994	\$92,109	\$95,102
7	\$83,305	\$86,637	\$89,886	\$93,032	\$96,056
8	\$84,136	\$87,501	\$90,783	\$93,960	\$97,014
9	\$84,981	\$88,380	\$91,694	\$94,904	\$97,988
10	\$85,829	\$89,262	\$92,609	\$95,851	\$98,966
11	\$86,687	\$90,154	\$93,535	\$96,809	\$99,955
12	\$87,550	\$91,052	\$94,466	\$97,773	\$100,950
13	\$88,432	\$91,969	\$95,418	\$98,758	\$101,967
14	\$89,312	\$92,884	\$96,368	\$99,741	\$102,982
15	\$90,207	\$93,815	\$97,333	\$100,740	\$104,014
16	\$91,111	\$94,755	\$98,309	\$101,750	\$105,056
17	\$92,018	\$95,699	\$99,287	\$102,762	\$106,102
18	\$92,939	\$96,657	\$100,281	\$103,791	\$107,164
19	\$93,875	\$97,630	\$101,291	\$104,836	\$108,243
20	\$94,807	\$98,599	\$102,297	\$105,877	\$109,318
21	\$95,758	\$99,588	\$103,323	\$106,939	\$110,415
22	\$96,713	\$100,582	\$104,353	\$108,006	\$111,516
23	\$97,683	\$101,590	\$105,400	\$109,089	\$112,634
24	\$98,658	\$102,604	\$106,452	\$110,178	\$113,759
25	\$99,646	\$103,632	\$107,518	\$111,281	\$114,898
26	\$100,641	\$104,667	\$108,592	\$112,392	\$116,045
27	\$101,648	\$105,714	\$109,678	\$113,517	\$117,206
28	\$102,660	\$106,766	\$110,770	\$114,647	\$118,373
29	\$103,693	\$107,841	\$111,885	\$115,801	\$119,564
30	\$104,725	\$108,914	\$112,998	\$116,953	\$120,754
31	\$105,772	\$110,003	\$114,128	\$118,122	\$121,961
32	\$106,830	\$111,103	\$115,270	\$119,304	\$123,181
33	\$107,901	\$112,217	\$116,425	\$120,500	\$124,416
34	\$108,979	\$113,338	\$117,588	\$121,704	\$125,659
35	\$110,071	\$114,474	\$118,767	\$122,923	\$126,918

APPENDIX B

Canine Officer Assignment Agreement

The Village of Bartlett Police Department, through its Chief of Police, Patrick Ullrich, and Officer Michael Kmiecik, hereby agree to the following conditions which relate to Officer Kmiecik's assignment as the department's Canine Officer.

As the department's Canine Officer, I, Michael Kmiecik, accept as witnessed by my signature, the following conditions of this assignment:

- A. That I will be responsible for the following canine duties during my normal work hours:
 - 1. Exercise
 - 2. Training
 - 3. Procuring food and supplies

- B. That I will be responsible for the following canine duties **off-duty**, at my residence:
 - 1. Cleaning the dog's kennel or other place where the dog is kept, and cleaning up after the dog.
 - 2. Feeding
 - 3. Exercise on off-duty days
 - 4. Trips to designated animal hospital/veterinarian
 - 5. Grooming

I understand that my regular **on-duty** work hours will be reduced by one hour per work day (10 hours per 14-day pay period), and that those 10 hours, which are paid, will be used to perform the **off-duty**, at-home canine care activities identified in (B) above. This will generally result in an **on-duty** work day of 7.5 hours (including a 30 minute unpaid lunch), and one paid hour **off-duty** for the purposes of performing at-home, canine care activities.

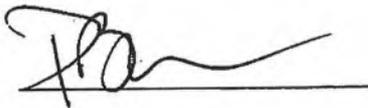
I understand that if the off-duty, at-home canine care activities exceed the standard 10 hours per pay period, that I am responsible for reporting the excess time on the bi-weekly activity sheet I will submit to my supervisor at the end of my last regular work day at the end of the pay period. I understand I am required to identify and describe on this activity sheet the extra canine duties I engaged in, and the times and duration during which they took place. I also understand that all overtime incurred for any reason must be reported via an overtime card within

the same fourteen day pay period in which it was worked in order to be considered and approved for payment.

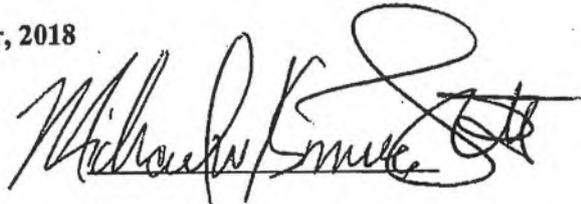
- C. Any and all necessary purchases of food, equipment, other supplies, and boarding expenses related to the care and training of the canine will be made via the establishment of a Village account with an appropriate supplier, and not at my own expense or at a location which is not approved by the Chief of Police or his designee (except under emergency circumstances).
- D. That I will only house the dog at my residence with the exception of those time-off absences described in Section G below.
- E. That all use of the assigned squad car will be limited to normal patrol duty and travel to and from duty assignments, to include boarding, medical care, and training of the canine.
- F. All canine medical care, either preventative or emergency in nature, will be done at an animal hospital designated and approved by the Chief of Police, and all related expenses will be billed to the Village by the animal hospital and paid directly to the animal hospital via the Finance Department's established payment system.
- G. I understand all extended time off take (three consecutive days or longer, including weekends) will be reported to my supervisor with at least one week's advance notice (except during emergencies). When traveling from home, I will board the canine at the pre-designated kennel or animal hospital and with the approval of the Chief of Police or his designee.

The undersigned acknowledge that this agreement shall remain in effect until such time as either party deems it necessary to make changes or terminate same due to personnel or program changes.

Executed this 4th day of September, 2018



Patrick Ullrich
Chief of Police
Village of Bartlett



Michael Kmiecik
Canine Officer
Village of Bartlett

Side Letter of Agreement

Drug Testing Following Officer Involved Shootings

The Village of Bartlett ("Village") and the Metropolitan Alliance of Police Chapter #114, ("Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Village's Administrative Order 123 (Drug Free Workforce), including but not limited to the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the applicable provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug-test.

Metropolitan Alliance of Police, Chapter #114

Village of Bartlett, Illinois

By: K. S.

By: Terri Wallace

Date: 8/31/18

Date: 9-4-18

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Village of Bartlett ("Village") and the Metropolitan Alliance of Police, Chapter #114 ("MAP"):

1. The parties hereby adopt "lock, stock, and barrel" the Body Worn Camera ("BWC") language agreed to by the City of Lake Forest and MAP, with only non-substantive changes to reflect that it will be applicable to Village of Bartlett Police Department, which is attached to this MOA, with the non-substantive changed written in. This new Body Worn Camera policy will be attached to the parties' collective bargaining agreement as Appendix D.
2. To account for the fact that the parties' current collective bargaining agreement does not have a section akin to Section 2.2 of the Lake Forest/MAP collective bargaining agreement, the following new Section 15.7, which is taken verbatim from the Lake Forest/MAP collective bargaining agreement except for changing the word "City" to "Village," shall be added to the parties' collective bargaining agreement:

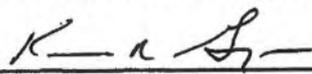
Section 15.7. Work Rules and Regulations. The Village may adopt, change or modify work rules. The Village agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes or issues new rules applicable to employees that are in the form of General Orders, the Chapter will be given at least ten (10) days' prior notice absent emergency or legal considerations, before the effective date of the work rules in order that the Chapter may discuss such rules with the Chief of Police or the Chief's designee within that ten (10) day period before they become effective if the Chapter so requests. Work rules shall not conflict with any specific provisions of this Agreement.

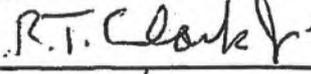
3. This Memorandum of Agreement shall be effective on the date it is executed by authorized representatives of both parties.

EXECUTED by the undersigned duly an authorized representative of each partys.

Metropolitan Alliance of Police, Chapter #114

Village of Bartlett

By 

By 

Date 12/06/2023

By 12/4/2023

APPENDIX D

Village of Bartlett

RTC
12/5/23

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAKE FOREST AND 114
THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #114

This Memorandum of Agreement ("MOA") is hereby made and entered into by and between the Metropolitan Alliance of Police Chapter #114 (hereinafter the "Union"), and the City of Lake Forest (hereinafter the "Employer" or "City").

Village of Bartlett

"Village"

WHEREAS, body worn cameras are an effective law enforcement tool that can reduce violent confrontations and complaints against officers. Body worn cameras provide additional documentation of police-public encounters and may be an important tool for collecting evidence and maintaining public trust; and

NOW, THEREFORE, the City and the Union do hereby agree as follows:

1. Pursuant to ~~Section 2.2~~ Section 15.7 RR of the collective bargaining agreement, the Employer will adopt and implement the attached policy (attached hereto as ~~Exhibit 3~~) related to the use of officer-worn body worn cameras. The Employer's body worn camera policy shall not conflict with the terms of this MOA, the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706/10 et seq., and other applicable State and Federal laws. That policy and the related procedures are referred to in this MOA as the "BWC Policy."

Appendix D
RR

2. The Employer has provided a copy of the BWC Policy to the Union and will provide a copy to all covered employees. If in the future the Employer desires to change the BWC policy, the Employer will provide the Union advance notice of the changes and follow the requirements of ~~Section 2.2~~ Section 15.7 RR of the collective bargaining agreement ("CBA") and the Illinois Public Labor Relations Act ("IPLRA").

3. The Parties agree this MOA will be considered a part of the parties' CBA. Employer agrees to provide employees with training, at Employer's expense and during work hours, regarding the body-worn camera system, its use, and the applicable BWC Policy.

4. In the event of a breach of this MOA by either Party, the issue may be raised pursuant to the grievance process contained in Article IV of the Parties' Collective Bargaining Agreement ("CBA") as to members covered by the CBA.

IV RR

5. This MOA constitutes a bargained-for status quo for purposes of bargaining a successor CBA.

6. Body worn cameras shall not be remotely activated without extraordinary/exigent circumstances (e.g. a missing and/or unresponsive officer). Should the body worn camera be activated remotely or "live streamed," absent a

APPENDIX D

compelling safety or law enforcement reason, the officer shall be notified by confirmed advance audio and/or visual means.

7. Body worn camera footage may be used in performance reviews and other supervisory responsibilities, but is not intended to replace the review of officer performance in the field. Employer's review of covered employees BWC video shall not be conducted for discriminatory, retaliatory, arbitrary and capricious, or illegal reasons.

8. Unless expressly prohibited by law, the recording officer shall have access and shall be permitted to review his or her recordings prior to completing incident reports or other documentation, provided that this fact is disclosed in the report or documentation.

9. Unless expressly prohibited by law, officers shall have the right to review his or her body worn camera footage prior to any "interrogation" or "informal inquiry" as defined under the Uniform Peace Officer Disciplinary Act 50 ILCS 725/1 *et seq.* Officers shall have the option of reviewing his or her recordings in the presence of the officer's attorney or labor representative prior to making a statement during an interrogation, provided that such review shall not unreasonably delay the investigatory interview. The parties reaffirm that all disciplinary investigations will be conducted in compliance with the CBA, including but not limited to Section 15.3, Bill of Rights, and that the discipline, suspension, and/or discharge of non-probationary employees shall be for "just cause" pursuant to Section 2.1 of the CBA.

10. Nothing in this MOA or the City's BWC policy is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication protected by a legally recognized privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Unless forbidden by law, an officer may turn off their body camera to engage in privileged communications. Note: A privileged conversation does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

11. In the event of a conflict between an express provision of this MOA and applicable law, the law will govern. In the event this MOA conflicts with a change in law, either party may request bargaining pursuant to the CBA and IPLRA.

12. The parties agree the BWC technology will implement a maximum of 30-second buffer period, unless otherwise required by law. The Lake Forest Police Department has determined that the buffer period will record video only, not audio, and the Union does not object to that determination.

13. This Memorandum of Agreement will take effect upon the signature of the Union and the Employer.

RTC
12/15/23

15.3
RTC

Bullett
RTC

APPENDIX D

14. The MOA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Should any section or clause of this MOA be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

R.D. Clark Jr
City of Lake Forest
Village of Bartlett
Date: 12/5/23

K n S
Metropolitan Alliance of Police

Date: 12/06/2023

RPL

John J.
Metropolitan Alliance of Police
Chapter # ~~114~~ 114

Date: 12/06/2023



Agenda Item Executive Summary

AGENDA ITEM: Intergovernmental Agreement with the Village of Hanover Park for Emergency Water Interconnection

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$600,000 (Split 50/50 with Hanover Park)	Budgeted	\$300,000
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Fund: Water **Corresponding Activity Measure:** Infrastructure Sustainability and Core Services

EXECUTIVE SUMMARY

Attached please find an intergovernmental agreement (IGA) with the Village of Hanover Park for an emergency water interconnect. Years ago the Village entered into an IGA with Hanover Park for the purchase of their well on Schick Rd. near our Schick Water Tower. Now that we are on Lake Michigan water, we have abandoned that well but still have the water main connection to their pump station making the interconnect relatively simple. The interconnect will benefit both municipalities in the event either one has an emergency and needs additional water supply therefore the costs associated with the interconnect will be split 50/50 between Bartlett and Hanover Park.

This IGA has been reviewed and approved by the DuPage Water Commission as required per our agreement.

We recommend the Village Board approve this IGA with the Village of Hanover Park.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, IGA

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-_____, a Resolution Approving an Intergovernmental Agreement Between the Village of Hanover Park and the Village of Bartlett for an Emergency Water Interconnection.

Staff: Dan Dinges, Director of Public Works Date: September 18, 2024

Memo

DATE: September 18, 2024

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Intergovernmental Agreement with the Village of Hanover Park for Emergency Water Interconnect

Attached please find an intergovernmental agreement (IGA) with the Village of Hanover Park for an emergency water interconnect. Years ago the Village entered into an IGA with Hanover Park for the purchase of their well on Schick Rd. near our Schick Water Tower. Now that we are on Lake Michigan water, we have abandoned that well but still have the water main connection to their pump station making the interconnect relatively simple. The interconnect will benefit both municipalities in the event either one has an emergency and needs additional water supply therefore the costs associated with the interconnect will be split 50/50 between Bartlett and Hanover Park.

This IGA has been reviewed and approved by the DuPage Water Commission as required per our agreement.

We recommend the Village Board approve this IGA with the Village of Hanover Park.

MOTION: I move to approve Resolution 2024-_____, a Resolution Approving an Intergovernmental Agreement Between the Village of Hanover Park and the Village of Bartlett For an Emergency Water Interconnection.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HANOVER PARK AND THE VILLAGE OF BARTLETT
FOR AN EMERGENCY WATER INTERCONNECTION**

WHEREAS, the Village of Bartlett and the Village of Hanover Park (collectively known as the "Villages") are desirous of participating in the creation of an emergency water connection between both Villages public water supply systems which connection would enhance the health, safety and welfare of both municipalities; and

WHEREAS, both Villages are supplied with Lake Michigan water from independent water supply systems; and

WHEREAS, it is unlikely that both water supply systems would be out of service concurrently; and

WHEREAS, both municipalities concur that a water supply connection between the communities would be beneficial as a supplemental source of water during an emergency;

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

SECTION ONE: The Intergovernmental Agreement Between the Village of Hanover Park and the Village of Bartlett for Sharing of Costs for the Use of Emergency Water Interconnect 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: October 1, 2024

APPROVED: October 1, 2024

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 2024 - _____ enacted on October 1 2024, and approved on October 1, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE VILLAGE OF HANOVER PARK FOR AN EMERGENCY WATER
INTERCONNECTION**

This Intergovernmental Agreement ("**Agreement**") is made and entered into by and between the Village of Bartlett, a home rule municipality located in Cook, DuPage and Kane Counties, Illinois ("**Bartlett**"), and the Village of Hanover Park, a home rule municipality located in Cook and DuPage Counties, Illinois ("**Hanover Park**") (For convenience, Bartlett and Hanover Park may be referred to individually as "Party" and collectively as "Parties.")

RECITALS:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes Illinois units of local government to exercise jointly with any other public agency within the state, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Hanover Park and Bartlett are units of local government within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act; and

WHEREAS, Hanover Park and Bartlett are each home rule municipalities which may lawfully exercise any power or perform any function relating to its government and affairs; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement (the "**1991 IGA**") dated November 5, 1991, that provided for the purchase by Bartlett of a well known as "Well #5" owned by Hanover Park; and

WHEREAS, the 1991 IGA also provided for an emergency interconnect for Hanover Park to receive water from Well #5 after the conveyance to Bartlett in the event that Hanover Park's water supply was interrupted or insufficient; and

WHEREAS, the conveyance of Well #5 has been completed, and the Parties now desire to enter into this Agreement to set for the their respective rights and obligations regarding the creation of a new emergency water interconnect between Hanover Park and Bartlett.

WHEREAS, the public health, safety, and welfare of the residents of both Village will benefit from the implementation of this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual promises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the both Parties hereto, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as though fully set forth herein.
2. **Emergency Interconnection System**. The emergency water interconnection system has been a joint project between Bartlett and Hanover Park and the two Villages have shared in the cost of design, engineering and construction. From and after the approval by the DWC and by JAWA, the Bartlett water distribution system and the Hanover Park water distribution system will be interconnected as provided for herein.
3. **Approval by DWC and JAWA**. Both DWC and JAWA must approve the interconnection in writing before this Agreement becomes effective.
4. **Emergency Interconnection Rights**.
 - a. After this Agreement has become effective and the emergency water supply interconnection system is established; either Bartlett or Hanover Park will, as soon as practicable and at the written request of the requesting Party, supply the requesting Party with a limited temporary water supply should that Party's water supply be unavailable due to an emergency. The Party experiencing an emergency shall proceed diligently to resolve the emergency condition so as to limit, to the greatest extent practicable, the need for use of the emergency water supply of the Party providing water. The emergency use of water shall be limited to a maximum duration of five (5) days unless an extension of such emergency use of water supplied by Bartlett to Hanover Park is approved in writing by the then acting general manager of the DWC, or unless the emergency use of water supplied by Hanover Park to Bartlett is approved in writing by the acting executive director of JAWA. The emergency water supply connection shall not be used to provide a regular water supply during non-Emergency periods.
 - b. Actual use of the emergency water system interconnection will require mutual consent by each Party's Director of Public Works. Neither Party shall unreasonably withhold its consent to the use of the emergency water system.
 - c. The Party receiving water through the emergency water system interconnection shall reimburse the supplying Party for the amount of water transferred. An electromagnetic flow meter has been installed on the

Hanover Park 10" Watermain (the "Water Meter") to measure the amount of water transferred. The unit price of water will be the actual unit price the supplying Party was charged by the respective commission or agency for water during said Emergency (for Bartlett, the DWC and for Hanover Park, JAWA) times the quantity used by the Party during any such emergency, plus the costs associated with supplying water during the emergency (presumed to be 20% over the unit price, unless rebutted with written evidence to the contrary). The Party using water through the emergency water interconnection system shall pay the supplying Party for the cost thereof as determined pursuant to this paragraph within thirty (30) days of receiving an invoice.

- d. The emergency water supply interconnection, which includes the Hanover Park 10" Watermain, the Interconnect Valve, the Water Meter and associated appurtenances, shall be jointly owned by Hanover Park and Bartlett. On an annual basis, the Parties shall jointly test the interconnect system by exercising and operating said interconnect system for not more than 24 hours to ensure proper and continued operation thereof.
5. **Maintenance Obligations.** Any required maintenance and repair of the jointly owned Hanover Park 10" Water Main including the Interconnect Valve, the Water Meter, and associated appurtenances must be jointly approved by the Bartlett Public Works Director and the Hanover Park Public Works Director. The cost of maintenance and repair of the jointly owned Hanover Park 10" Water Main, including the Interconnect Valve, the Water Meter, and associated appurtenances shall be shared equally by both Parties.
 6. **Term.** The term of this Agreement shall commence upon the last date it is approved by the Parties and remain in effect for a period of twenty (20) years. This Agreement will automatically renew for additional periods of twenty (20) years each, unless either party gives written notice of its intent not to renew at least one-hundred and eighty (180) days before the expiration of the then applicable term.
 7. **Mutual Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify, protect, defend, and hold harmless each other and its and their past and present appointed and elected officials, employees, agents, officers, representatives, attorneys, engineers, contractors, volunteers, successors, or predecessors, and each party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred in whole or in part from the Indemnifying Party's negligence or intentional conduct in connection with this Agreement or sought by or brought by persons or other third parties against the Parties relative to the quality of potable water supplied under this Agreement. This Section shall be interpreted

as broadly as possible under state and federal law. Nothing herein shall be construed as to prohibit either Party from exercising the protection of governmental immunity as to third parties. This provision shall survive the termination of this Agreement.

8. **Cooperation**. The Parties agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this Agreement. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions, and objectives of this Agreement. It is the intent of the parties, as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement.
9. **Modifications**. Any amendments to this Agreement will not be valid or binding unless they are made in writing and signed by both Parties.
10. **Binding Effect**. This Agreement will be binding upon and inure to the benefit of any successor governmental entity which shall assume and perform the duties of either Party without the prior written consent of the other Party to this Agreement. This Agreement may not be assigned without the written consent of the non-assigning Party.
11. **Severability**. The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable and the Agreement may be enforced with the provision severed or modified by the court, to the fullest extent permitted by law.
12. **Compliance with Laws**. Each Party agrees to observe and comply with all applicable federal, State, and local laws, codes, and ordinances.
13. **Governing Law**. This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois.
14. **Prior IGA**. The provisions of the Prior IGA regarding the emergency interconnect relating to Well #5 are hereby superseded by the provisions of this IGA, and of no further force or effect.
15. **Authority**. The corporate authorities of the Parties are authorized and directed to execute this Agreement, and Village President of Bartlett and the Village President of Hanover Park are authorized to take any and all actions necessary to implement the Agreement.
16. **Counterparts**. This Agreement may be executed in counterparts. It shall be fully executed when each Party whose signature is required has signed at least one

counterpart even though no one counterpart contains the signatures of all the Parties.

17. **Notices.** Notices hereunder may be made by personal service or certified mail, return receipt requested, delivered to the addressee only. Unless otherwise advised in writing, notices hereunder shall be given to the following address:

All notices to Bartlett must be addressed to:

Village of Bartlett
228 Main Street, IL 60103
Attn: Village Administrator & Public Works Director

All notices to Hanover Park must be addressed to:

Village of Hanover Park
2121 W Lake Street, IL 60133
Attn: Village Manager & Public Works Director

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto affixed their hands and seals pursuant to an approving resolution of the corporate authorities of the Villages.

VILLAGE OF BARTLETT

VILLAGE OF HANOVER PARK

Kevin Wallace
Village President

Rodney Craig
Village President

Date

Date

ATTEST:

Lorna Giles
Village Clerk

Kristy Merrill
Village Clerk

Date

Date



Agenda Item Executive Summary

AGENDA ITEM: Class A and V Liquor License Request- Midway Sports Bar **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
Fund:		Corresponding Activity Measure:	

EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by ME2050, Inc. doing business as Midway Sports Bar, 399 Bartlett Plaza. The Class A allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises, Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and 8:00 a.m. until 2:00 a.m. Friday and Saturday. O'Hares will remain in their current location and the two business will be separated. Some modifications include the reduction of lanes to increase floor space for more dining tables and pool tables. The plan also includes the addition of a commercial kitchen. The basset certificate is expired, but the license will be withheld until a valid basset certificate is submitted.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Class A and V Liquor License Application
Business License Application
Corporate documents
Proof of Insurance
Surety Bond
Basset Training Certificate
Copy of Lease Agreement
Floor plan
Liquor Manager Application
Memo from Police Department

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue the business recruitment strategy to attract developers to invest in the downtown area and provide options for businesses to locate to Bartlett.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 09/24/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: September 24, 2024
Re: Class A and V Liquor License Request- Midway Sports Bar

Attached for your consideration is a Liquor License application submitted by, ME2050, INC. doing business as Midway Sports Bar.

The owners are requesting a Class A and Class V License. The Class A allows for retail sale of beer, wine and liquor for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday. The class V is the add on license for businesses that want to include video gaming where video gaming revenue makes up less than 30% of their total revenue.

O'Hares will remain in their current location and the two business will be separated. Some modifications include the reduction of lanes to increase floor space for more dining tables and pool tables. The plan also includes the addition of a commercial kitchen.

The license will be withheld until a valid basset certificate is submitted.

As the attached memo from the Police Department indicates, the applicant satisfies the requirements for the issuance.

The appropriate Surety Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.



Village of Bartlett, IL

August 27, 2024

LQ-24-8

Liquor License

Status: Active

Submitted On: 8/27/2024

Primary Location

399 BARTLETT PLZ
BARTLETT, IL 60103

Owner

MMAJ, LLC
134 Bartlett Plz ITASCA, IL
60143-0315

Applicant

Manny Rafidia
 847-921-9200
 tscrmadison@gmail.com
 134 Bartlett Plz
Bartlett, Illinois 60103

Business Information

Do you have or have you already submitted a general business license application?*

No



Is this a renewal or new liquor license application?*

New application

Name of Business (DBA)*

Midway Sports Bar

Entity Type*

Corporation

Corporation or LLC Name*

ME2050, Inc.

Corporation Registered Agent*

Munir Rafidia
134 Bartlett Plz
Bartlett, IL 60103

Date Corporate Charter was issued*

07/22/2024

List the total number of issued shares of common stock of the corporation

100

Business Phone Number*

847-921-9200

Primary Business Email Address*

tscrmadison@gmail.com

Federal Employer Identification Number*

_*1369

Retailer Occupational/Sales Tax Number*



Nature of Business*

Restaurant/Sports Bar

Number of Employees*

6

Floor Plan



No File Uploaded

Certificate of Good Standing*



ARTICLES OF INC 07-22-24.pdf
f

Articles of Incorporation*



399-LAYOUT 082724.pdf

Have you or will you be applying for a video gaming license?*

Yes

A separate video gaming license application must be submitted. You must also apply for a liquor license AND either a Class V or Class VC license.

Corporate Officers

Name*

Munir Rafidia

Residential Address*



Corporate Role*

Officer

Birth date*



Percentage of total stock held*

100

Additional Business Information

Copy of Deed or Lease* 



LEASE-399 Midway Sports Ba
r 11-01-24.pdf

Certificate of Registration 



ST-1 NTC ACT ID 4542-5116.pd
f

Copy of County Health Permit* 



Re County Health Permit.pdf

Other Locations* 

No

Previous Addresses* 

None

Has your business license ever been revoked?* 

No

Criminal History* 

No

Municipal Violation History* ⓘ

None

Consumer Fraud Complaint* ⓘ

None

Specify the dollar value of goods, wares, and merchandise now on hand*

0

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested*

Class A and V

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?*

Full-service restaurant

Will the menu include at least 15 food items?*

Yes

What is the seating capacity of venue?*

166

Do you anticipate that 30% or more of your revenue will come from gaming?*

No

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? *

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager*

Munir Rafidia

Home address:*



Position held by the Liquor Manager in the business*

President/Manager



Has the Liquor Manager been finger printed for the purpose of this application?*

Yes

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

Yes

Date fingerprinted:*

02/01/2022

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

Manny Rafidia

Primary contact phone number*

847-921-9200

Secondary contact*

Amir Rafidia

Secondary contact phone number*

847-489-6171

AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Munir Rafidia
Aug 27, 2024

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department. 

I hereby certify that as the applicant, I am the owner of the business.



Village of Bartlett, IL

September 24, 2024

BL-24-50

General Business License

Status: Active

Submitted On: 9/19/2024

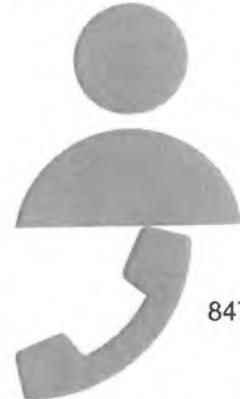
Primary Location

399 BARTLETT PLZ
BARTLETT, IL 60103

Owner

MMAJ, LLC
Bartlett Plz 134 Bartlett, IL
60103

Applicant



Manny
Rafidia

847-921-9200

@ tscrmadison@gmail.com



134
Bartlett
Plz

Bartlett, Illinois 60103

Business Information

Name of Business (DBA)*

Midway Sports Bar

Entity Type*

Corporation

Corporation or LLC Name*

ME2050, Inc.

Corporation Registered Agent* ?

Munir Rafidia

Business Phone Number*

847-921-9200

Primary Business Email Address* ?

tscrmadison@gmail.com

Federal Employer Identification Number*

_*1369

Sales or Occupational Tax Number*

[REDACTED]

Nature of Business*

Restaurant/Bar

Does this business have a grease trap?*

Yes

How often is the grease trap cleaned?*

Quarterly

Number of Employees*

6

Floor Plan 



layout.pdf

Certificate of Good Standing 



ARTICLES OF INC 07-22-24.pdf

Corporate Officers

Name*

Munir Rafidia

Residential Address*

[REDACTED]

Corporate Role* 

Officer

Date of birth*

[REDACTED]

Percentage of total stock held*

100

Additional Business Information

Copy of Deed or Lease 



LEASE-399 Midway Sports Bar 11-01-24.pdf

Certificate of Registration 



IBT 11-01-25.pdf

Copy of County Health Permit ⓘ



No File Uploaded

Other Locations* ⓘ

None

Previous Addresses* ⓘ

None

Has your business license ever been revoked?* ⓘ

No

Criminal History* ⓘ

No

Municipal Violation History* ⓘ

None

Consumer Fraud Complaint* ⓘ

None

License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

How many tables will you operate?

8

Bowling alley

How many alleys?

10

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above 

Additional Accessory Licenses

Will you have amusement devices on site?* 

No

Will you have vending machines on site?*

No

Will you have a jukebox on site?*

Yes

How many jukeboxes?

1

Will you be selling tobacco products?*

No

Will you be serving or selling liquor?*

Yes

Do you have an existing Bartlett liquor license?*

No

If you do not have an existing Bartlett liquor license, you must submit a separate Village of Bartlett Liquor License Application

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*
Manny Rafidia

Primary contact phone number*
847-921-9200

Secondary contact*
Amir Rafidia

Secondary contact phone number*
847-489-6171

AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as my be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

 Munir Rafidia
Sep 19, 2024

The business has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department* 

I hereby certify that as the applicant, I* am an owner of the business.

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 74811876

Approved By: AXP

FILED
JUL 22 2024
Alexi Giannoulis
Secretary of State

1. Corporate Name: ME2050, INC.

2. Initial Registered Agent: MUNIR RAFIDIA
First Name Middle Initial Last Name
Initial Registered Office: 134 BARTLETT PLZ
Number Street Suite No.
BARTLETT IL 60103-4234 COOK
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	100	\$ 100

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JULY 22, 2024
Month & Day Year

MUNIR RAFIDIA
Name

134 BARTLETT PLZ
Street

BARTLETT IL 60103
City/Town State ZIP Code

Taxpayer Notification

Electronic Filing



01/01

#BWNKMGV
#CNXX X163 3237 2880#
ME2050 INC
MIDWAY SPORTS BAR
134 BARTLETT PLZ
BARTLETT IL 60103-4234

August 14, 2024



Letter ID: CNXXX16332372880

Account ID: 4542-5116

Electronic filing effective: November 1, 2024
Filing frequency: Monthly

File your return electronically! Its fast, easy, convenient, and free!

File your return electronically through MyTax Illinois, an online account management program designed as a centralized location for taxpayers to file returns, make payments and manage their accounts. For more information about using MyTax Illinois, visit our website at tax.illinois.gov.

We encourage you to take advantage of our electronic filing programs. Review specific information on our website to determine the best option for you:

- MyTax Illinois - over the Internet at mytax.illinois.gov - includes the ST-1 *and* all other sales tax forms!
- Tax-Prep Software - electronically send sales tax returns directly to us.

If your business is a **liquor store, tavern, or a restaurant that sells alcohol**, you **must** file your Form ST-1 electronically. You may use MyTax Illinois or Tax-Prep Software.

We have included the effective date for which you qualify to electronically file at the top of this letter.

Your tax return is due each month unless we notify you differently. Monthly returns cover the previous month's reporting period and are due on or before the 20th day of the month following the end of the reporting period. For example, your November return is due on or before December 20. You must file a return each month, even if no tax is due. Due dates that fall on Saturdays, Sundays, and State of Illinois holidays are moved to the next business day.

MyTax Illinois can be used to file and pay your ART-1, CMFT-1, LA-1, LSE-1, MMFT-1, PST-1, ST-4, ST-8, ST-14, ST-70, ST-201, ST-556, and ST-556-LSE returns using the same login you set up for your ST-1 filings.

If you are interested in using Tax-Prep Software, visit our website for a list of software vendors whose software has been approved to use for filing by this electronic method. You may file your own return or have it filed for you. Whoever files your return must submit Form IL-8633-B, Business Electronic Filing Enrollment, and select an electronic signature code. If you prefer, you may write your own software (following our specifications) and file directly with us. We require you to test your software with us before filing a return.

We will not send you preprinted returns. If you have questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

Bond No. _____

LICENSE AND PERMIT BOND



STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS, That we, ME2050, Inc. DBA Midway Sports Bar

of 399 Bartlett Plz, Bartlett, IL 60103 as Principal, and STATE FARM FIRE AND CASUALTY COMPANY, a corporation organized under the laws of the State of Illinois, having its principal office in the city of Bloomington, Illinois, as Surety, are held and firmly bound unto The Village of Bartlett, 228 S Main St, Bartlett, IL 60103 in the full and aggregate sum of Two thousand Dollars (\$2,000) lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the said Principal has been granted a Liquor Sales - Village of Bartlett

for a term beginning October 15th, 2024 and ending October 15th, 2025

NOW, THEREFORE, if the above Principal shall indemnify and save harmless the Obligee, against loss by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

Provided, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; but said Surety so filing said notice shall not be discharged from any liability already incurred under this bond or which shall accrue hereunder before the expiration of said thirty (30) day period.

This bond may be continued from year to year by means of a continuation certificate.

Signed, sealed and dated this 27th day of August, 2024.

Munir Rafidia
Principal

By: ME2050, Inc., Munir Rafidia, President



STATE FARM FIRE AND CASUALTY COMPANY

By: [Signature]
Attorney-in-fact

STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Above Space for Recorder's use only

TERM OF LEASE		DATE OF LEASE	LOCATION OF PREMISES
BEGINNING	ENDING		
November 1, 2024	October 31, 2029		
MONTHLY BASE RENT			
November 1, 2024 – October 31, 2029 = [REDACTED]		August 26, 2024	399 Bartlett Plaza Bartlett, Illinois 60103 15,785 Rentable Square Feet
* See Note 1 and 2 below			
PURPOSE			
Lessee shall occupy the Leased Premises for the operation of a restaurant/sports bar with video gaming terminals and for no other purpose unless written approval is provided by Lessor.			
<p>* Note 1, Lessee shall pay the monthly Base Rent, as indicated above, plus Lessee shall pay its proportionate share, equating to [REDACTED], of the Common Area Maintenance and Real Estate Tax expenses. The 2024 budgeted Common Area Maintenance expense is estimated at \$ [REDACTED] per square foot, equating to a monthly charge of [REDACTED]. The 2024 budgeted Real Estate Tax expense is estimated at \$ [REDACTED] per square foot, equating to a monthly charge of [REDACTED].</p> <p>* Note 2, The Rent Commencement Date shall be November 1, 2024.</p> <p>* Note 3, Lessor shall deliver the Premises in its "AS IS" condition. Lessor shall have no obligations to perform any improvements in or to the Premises.</p> <p>* Note 4, Lessee must install an illuminated channel sign within sixty (60) days after the Delivery Date, which shall be approved by Lessor and the Village of Bartlett.</p>			

LESSEE		LESSOR	
NAME	ME2050, Inc., an Illinois corporation	NAME	MMAJ, LLC, an Illinois limited liability company
ADDRESS	d/b/a Midway Sports Bar	ADDRESS	PO Box 315
CITY	399 Bartlett Plaza	CITY	Itasca, Illinois 60143
	Bartlett, Illinois 60103		

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. If Lessee fails to pay any regular monthly installment of rent by the fifth (5th) day of the month in which the installment is due, or any other amount constituting rent within five (5) days after accrual thereof or billing therefor, there shall be added to such unpaid amount a late charge of five percent (5%) of the installment or amount due in order to compensate Lessor for the extra administrative expenses incurred.

2. WATER, GAS AND ELECTRIC CHARGES. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. In addition, Lessee pays and is responsible for trash removal. Lessee shall transfer all utilities (electric, water and gas) in its name, servicing the leased premises, upon the delivery date of this Lease. Notwithstanding the foregoing, the water and sewer expense is paid by Lessor and is included in the Common Area Expenses.

3. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let", or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass, doors, door hardware and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. Lessee shall be responsible for performing and the cost of having the RPZ located within the Lease Premises, if any, tested annually or per the required timeframe required by the Village/City in

which the Leased Premises is situated in. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightlines, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures. Lessee, at its own cost and expense, shall heat and air condition the Leased Premises to meet its requirements. Lessee, at Lessee's sole cost and expense, during the lease term, shall keep the heating and air conditioning systems in good order, repair and condition, and shall replace any parts, which may require replacement with parts of equal or superior quality to those now in use in the systems.

7. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

10. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

11. TERMINATION; HOLDING OVER. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the then rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the then monthly rental specified in Section 1, for the time Lessee remains in possession. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

12. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

13. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

14. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account or on account of this lease.

15. CONFESSION OF JUDGMENT. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in the State of the Leased Premises, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, or any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

16. LESSOR'S LIEN. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

17. REMOVAL OF OTHER LIENS. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

18. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 15 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

19. NOTICES. Any notice required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice by registered or certified mail, return receipt requested, or nationally recognized overnight courier service or at such other address as may be specified from time to time by such notice by either party to the other, effective the day after delivery or refusal of delivery.

20. ESTOPPEL CERTIFICATES. Lessee shall within ten (10) days after written notice from Lessor shall execute, acknowledge and deliver to Lessor a statement in writing in form provided by Lessor, including such additional information, confirmation and/or statements as may be reasonably requested by the Lessor. If Lessee shall fail to execute or deliver the Estoppel Certificate within such ten (10) day period, Lessor may execute an Estoppel Certificate stating that (i) the Lease is in full force and effect without modification, (ii) there are no uncured defaults in the Lessee's performance, and (iii) not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the provided Estoppel Certificate and if executed by Lessor, Lessee shall have no rights to deny the facts contained in said Estoppel Certificate.

21. LESSEE'S INSURANCE. Lessee shall keep in force, at Lessee's sole cost and expense, so long as this lease remains in effect, public liability and property damage insurance in companies authorized to do business in Illinois and Cook County with respect to the leased Premises, insuring both Lessor, Lessor's mortgagee, beneficiaries (if applicable) and their respective agents and Lessee as their interest may appear (Lessor to be named an Additional Insured Party in said policy), with a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries and/or death and property damage. Such insurance shall be primary relative to any other valid and collectible insurance. Such policy also require the Lessor to be notified in writing by the insurer at least thirty (30) days prior to the cancellation or reduction in the amount of such insurance. Lessee shall furnish the Lessor with an original certificate or certificates (and with renewal certificates) from the insurer or insurers evidencing such insurance coverage to be in effect. Should Lessee fail at any time to provide this coverage and evidence thereof, Lessor may cause a policy with such dollar limits to be issued by a reputable insurance company for and on behalf of Lessee, and Lessee shall promptly reimburse Lessor on demand for the full cost thereof. In addition, in the event Lessee sells alcohol, Lessee shall maintain Dram Shop Insurance in an amount subject to Lessor's reasonable approval, naming the Lessor as an additional insured.

22. Common Areas and Real Estate Taxes. Lessor shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center (hereinafter sometimes called "Common Areas") as Lessor shall deem appropriate. Common Areas shall include all sewer lines, water mains, mechanical equipment, pipes, ducts, conduit, wires and all other facilities furnished, made available or maintained by Lessor or others in or near the Shopping Center for the common and joint use and benefit of Lessor, the Shopping Center, the Lessee and other lessees and owners of other property within the Shopping Center, their customers and invitees, including, but not limited to, package pickup stations, stairways, pedestrian sidewalks, parking areas, landscaped areas, retaining walls, retention and detention ponds, perimeter walls and fences, lighting facilities, bus stops, driveways and roads within the Shopping Center and other improvements. The Common Areas shall be subject to the exclusive control and management of Lessor. Lessor shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Lessor shall in its sole discretion determine, and may from time to time change the size, location, configuration, nature and use of any Common Areas and facility and may make installations therein and move and remove such installations. Lessor shall have the right to close the Common Areas or any part thereof on such non-business days or during such non-business hours as Lessor determines, in its sole discretion. Lessee hereby acknowledges, consents and agrees that any and all services, facilities and access by the public to the Leased Premises or to the Shopping Center may be suspended in whole or in part during such days as may be declared by local, state or federal authorities as days of observance, or during any periods of actual or threatened civil commotion, insurrection or circumstances beyond Lessor's control when Lessor, in Lessor's reasonable judgment shall deem the suspension of such services, facilities and access necessary for the protection or preservation of persons or property, or any one or more of the foregoing.

Use of Common Areas. Lessee and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive license, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the Common Areas as designated from time to time by Lessor, subject to such reasonable regulations as Lessor may from time to time impose, including the designation of specific areas in which vehicles owned by Lessee, its permitted concessionaires, officers, employees and agents must be parked. Lessee agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Lessor may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. Lessee shall not, at any time, interfere with the rights of Lessor and other tenants, and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

Charge for Common Areas and Facilities. Lessee shall, as Additional Rent, pay to Lessor in the manner provided in this Section 22, Lessee's Proportion of all Common Areas Maintenance Cost and Taxes as are herein defined:

A. The term "Common Area Maintenance Cost" when used herein shall mean all costs and expenses of every kind and nature paid or incurred by Lessor during the Lease Term (including appropriate reserves) in

operating, owning, managing, equipping, policing and protecting (if and to the extent provided by Lessor), servicing, lighting, repairing, replacing and maintaining the Common Areas and all components thereof and all other improvements located within the Shopping Center (excluding premises leased or to be leased to tenants of the Shopping Center, but including building systems that benefit all such tenants). Such costs and expenses shall include, but not be limited to, all costs incurred in Lessor's judgment to provide a competitive first class shopping area; all costs and expenses of security and fire protections; on-site and off-site vehicle and pedestrian traffic direction and control (including operation, maintenance and repair of any elevators, escalators and stairs); all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, replanting and replacing flowers and landscaping; water and sewerage charges; premiums for fire and extended coverage, malicious mischief and vandalism, sprinkler leakage, rent loss and such other forms of casualty insurance and public liability insurance covering all improvements within the Shopping Center (including, but not limited to, the Common Areas), workmen's compensation and employer's liability, and any other casualty or risk insurance procured by Lessor in connection with the Shopping Center, in such form, amounts and companies as Lessor shall elect to carry; wages, unemployment taxes, social security taxes, special assessments, transportation or environmental protection tax or levy or similar tax or levy, personal property taxes attributed to the operation of the Shopping Center; fees for audits, required licenses and permits; all costs and expenses for supplies; expenses incurred by Lessor in the testing of sprinkler systems located in the Shopping Center; all charges for utility services for the Common Areas, including all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); maintenance of all services not maintained by the serving utility company; all costs and expenses of any bus or livery service to the Shopping Center which Lessor determines to provide; all costs, expenses, surcharges or other impositions or assessments incurred by Lessor in connection with environmental protection legislation or regulation or assessed against or imposed on the Shopping Center or any part thereof with regard thereto; operating and maintaining Shopping Center signs on or off the Shopping Center; depreciation, interest, and all other costs resulting from improvements or additions imposed and required by regulatory agencies; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid for the purchase of equipment, machinery and facilities, used in the operation of the Common Areas and administrative costs at the rate of fifteen (15%) percent of the total costs of operating and maintaining the Common Areas (except the appropriate reserves), and such other costs as Lessor may reasonably determine are required for the proper maintenance of the common Areas, but there shall be excluded costs of equipment properly chargeable to capital.

B. The term "Taxes" when used herein shall mean any form of tax, general or special assessment, ordinary or extraordinary, foreseen or unforeseen, any license fee, business tax, rental tax, excise tax, gross receipts tax, so-called value added tax, water and sewer rents or levy or charge of any kind whatsoever (collectively called "Impositions") imposed during the Term by any governmental entity of any kind whatsoever having the direct or indirect power to tax the Shopping Center or any interest of Lessor in the Shopping Center, the right to rent or other income there from or the business of leasing within the Shopping Center. The Imposition may be: existing; substituted for or added to an existing Imposition or a new Imposition; measured by the value or square footage of real property or some other method; or imposed as a charge for governmental services such as, but not limited to, fire or police protection, street or sidewalk maintenance or refuse removal. Taxes shall include any costs incurred by Lessor, including fees or attorneys, accountants and appraisers incurred in contesting any real property taxes and in negotiating any reduction thereof with any public authority. Taxes shall not in any event include Lessor's federal or state income, franchise, inheritance or estate taxes. Taxes for the first and last Lease Years shall be prorated as of the beginning and end of the Lease Term.

Payment of Common Area Maintenance Cost. Commencing on the Rent Commencement Date, the annual charges for Common Area Maintenance Cost and Taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Lessor. After the end of such fiscal year Lessor uses for such purpose, Lessor shall furnish Lessee a statement in reasonable detail of the actual Common Area Maintenance Cost paid or incurred by Lessor during such period, and thereupon there shall be an adjustment between Lessor and Lessee with payment to or repayment by Lessor, as the case may require, to the end that Lessor shall receive the precise amount of Lessee's Proportion of said costs for such period and no more.

23. MISCELLANEOUS. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.
 (b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.
 (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
 (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
 (e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 15 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.
 (f) Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker, in the negotiating or making of this Lease and Lessee agrees to indemnify and hold Lessor, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims, and losses, including reasonable attorneys' fees and costs, incurred by Lessor in conjunction with any such claim or claims of any other broker or brokers claiming to have interested Lessee in the Building or the Premises or claiming to have caused Lessee to enter into this Lease.
 (g) Lessor and Lessee hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with the lease or any documents contemplated to be executed in connection herewith or any course of conduct, course or dealings, statements (whether oral or written) or actions of either party arising out of or related in any manner with the Premises.

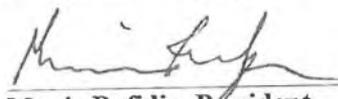
24. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

25. TIME OF THE ESSENCE. Time is of the essence of this Lease and each and every provision of this Lease.

Please print or type name(s) below signature(s).

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

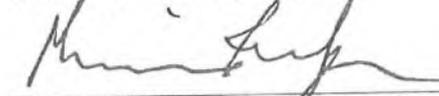
LESSEE: ME2050, Inc.



Munir Rafidia, President

(SEAL)

LESSOR: MMAJ, LLC



Munir Rafidia, Managing Member

(SEAL)

Certificate of Completion

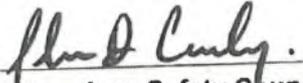
MUNIR RAFIDIA

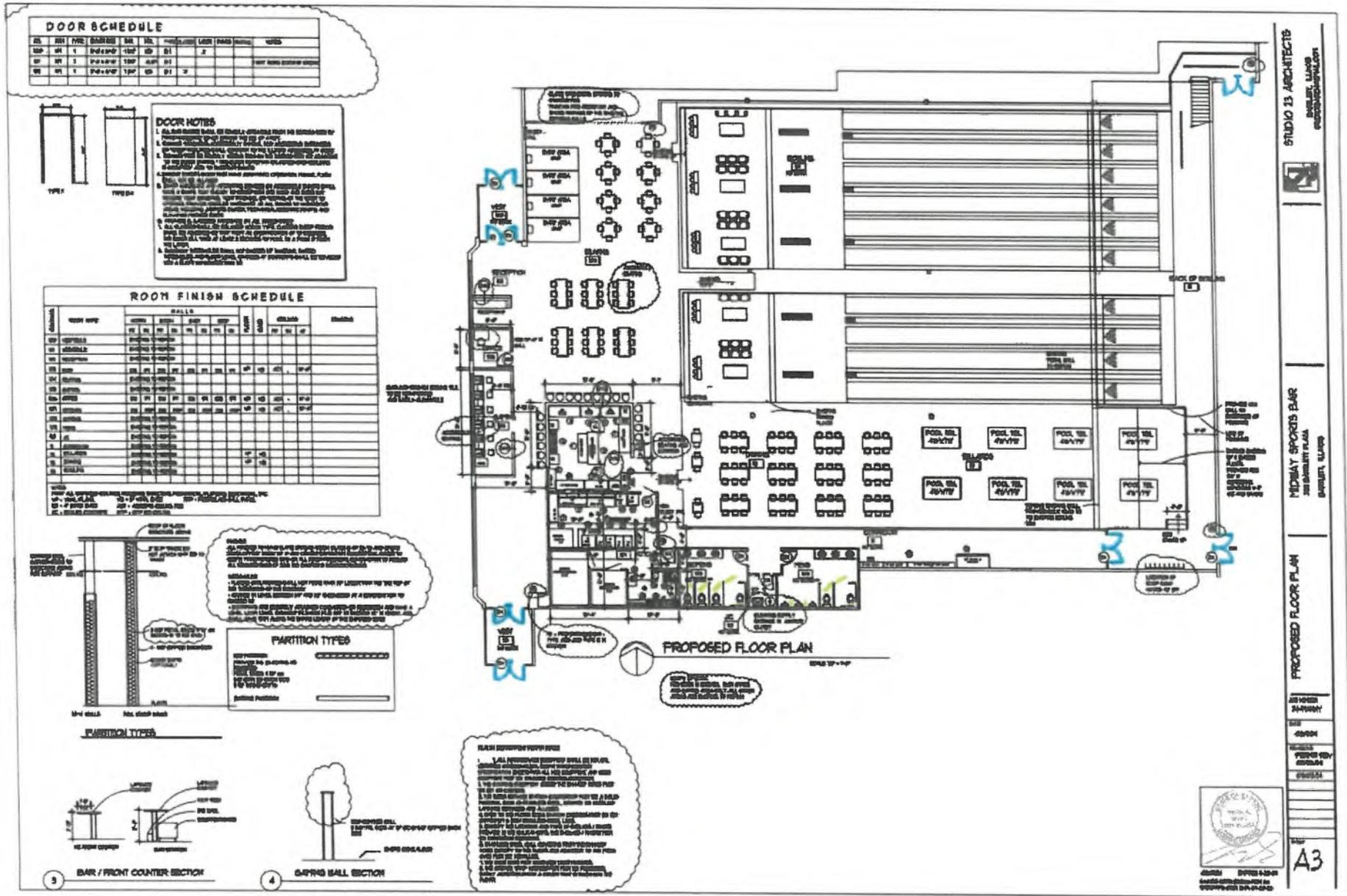
Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification
from the American Safety Council.

GRADUATION DATE

3/20/2024

BASSET Student ID Number
28804278


CEO, American Safety Council





LM-42

Liquor Manager

Application

Status: Active

Submitted On: 9/4/2024

Primary Location

No location

Applicant



Manny Rafidia



847-921-9200



tscrmadison@gmail.com



134 Bartlett Plz

Bartlett, Illinois 60103

Statement of Liquor Manager

Name of Business* ⓘ

MIDWAY SPORTS BAR

Business Address:*

399 BARTLETT PLZ

Business Telephone Number*

847-921-9200

Liquor Manager Name*

MUNIR RAFIDIA

Home Address*



Previous address ⓘ

Home Telephone Number* ⓘ

847-921-9200

Date of birth*



Place of birth*



Social Security Number*



Drivers License Number*



State issued by

ILLINOIS

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?*



Date fingerprinted?*

02/01/2023

Yes

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?*

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?*

No

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?*

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?*

No

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?*

In what capacity are you employed by the applicant? *

No

OWNER

Give name of person who appointed you in your present capacity*

Date of appointment

SELF

09/04/2024

List employer(s) for past five year, including business name, address, manager's name, and position.*

OWNER MULTIPLE BUSINESSES AND REAL ESTATE

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application*

OWNER MULTIPLE BUSINESSES OVER PAST 35+ YEARS

How many hours per week will you be physically present at the premises to be licensed?*

10

AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.*

MUNIR RAFIDIA
Sep 4, 2024

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

By checking this box I agree to the above without reservation.*

MUNIR RAFIDIA
Sep 4, 2024

**American
Safety Council**

Illinois BASSET Training

This card certifies that:

MUNIR RAFIDIA

has completed the
On-Premise BASSET Alcohol Certification


CEO American Safety Council

4/19/2024

Exp. Date:



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 24-44

DATE: September 9, 2024
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP9*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Munir Rafidia

Business: Midway Sports Plaza (Liquor Manager)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



INTER OFFICE
MEMORANDUM



To: Kelly Thompson
From: Holly Sumner
Date: September 9, 2024
Subject: Liquor license Applicant Fingerprint Response

The attached fingerprint response package for Chief Pretkelis' review is complete and contains:

- Signed Fee Applicant Consent Form
- Illinois State Police Response – **Clear**
- FBI Response – **Clear**
- Sex Offender Website: **Clear**

FOR: Rafidia, Munir
NAME: _____
Liquor License
PURPOSE: _____



Agenda Item Executive Summary

AGENDA ITEM: Class C Ext. Liquor License Request- BP Gas **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount \$ **Budgeted** \$

Fund: **Corresponding Activity Measure:**

EXECUTIVE SUMMARY

Attached for your consideration is the liquor license application submitted by Rt59 Gasoline Inc. (BP Gas) at 1100 W. Stearns Rd. Bartlett, IL 60103.

Rt59 Gasoline INC. is requesting a Class C Extended License. The Class C Extended allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and from 8:00 a.m. to 1:00 a.m. Friday and Saturday.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Class C Ext. Liquor License Application
Business License Application
Corporate Documents
Proof of Insurance
Surety Bond
Basset Training Certificate
Liquor Manager Application
Memo from Police Department

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 09/24/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 9/25/2024
Re: Class C Ext. Liquor License Application

Attached for your consideration is the liquor license application submitted by Rt59 Gasoline Inc. (BP Gas) at 1100 W. Stearns Rd. Bartlett, IL 60103.

Rt59 Gasoline INC. is requesting a Class C Extended License. The Class C Extended allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and from 8:00 a.m. to 1:00 a.m. Friday and Saturday.

As the attached memo from the police department indicated, the applicant satisfies the requirements for the license issuance.

The owners were not able to supply their property ownership info. before the agenda item was assembled, but the license would not be released until it is received and approved.

The appropriate Suerty Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.



Village of Bartlett, IL

September 24, 2024

LQ-24-9

Liquor License

Status: Active

Submitted On: 9/6/2024

Primary Location

1100 W STEARNS RD
BARTLETT, IL 60103

Owner

RT 59 REAL ESTATE LLC
1100 W STEARNS RD BARTLETT,
IL 60103-4546

Applicant



1100 w stearns rd
bartlett, IL 60103

Business Information

Do you have or have you already submitted a general business license application?*

Yes

Type of general business license* ?

GAS STATION

Name of business license was issue to:*

RT59 GASOLINE INC

Is this a renewal or new liquor license application?*

New application

Have you or will you be applying for a video gaming license?*

No

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested*

Class C ext

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?*

Neither

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? *

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager*

FAREEDUDDIN KHAN

Home address:*



Position held by the Liquor Manager in the business*

OPERATION MANAGER

Has the Liquor Manager been finger printed for the purpose of this application?*

No

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

No

All Liquor Managers must be fingerprinted by the Bartlett Police Department before a license can be approved. Please have them complete the Liquor License Manager application and call 630-837-0800 to schedule their fingerprinting.

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

NAVI SINGH

Primary contact phone number*



Secondary contact*

JP

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

JAPNEET KHAIRA
Aug 22, 2024

The business applying for this license has a ?
Certificate of Occupancy issued by the Village of
Bartlett Planning & Development Services
Department.



I hereby certify that as the applicant, I
am the owner of the business.



Village of Bartlett, IL

September 24, 2024

BL-22-245 Renewal
General Business
License
Status: Complete
Submitted On: 3/16/2024

Primary Location

1100 W STEARNS RD
BARTLETT, IL 60103

Owner

RT 59 REAL ESTATE LLC
W STEARNS RD 1100 W
STEARNS RD BARTLETT, IL
60103-4546

Applicant


1100 W STEARNS RD
BARTLETT, IL 60103

Business Information

Name of Business (DBA)*

BP AM PM

Entity Type*

Corporation

Corporation or LLC Name*

RT 59 GASOLINE INC

Corporation Registered Agent* 

JAPNEET KHAIRA

Business Phone Number*

630-540-2132

Primary Business Email Address* 

PATELHSG@YAHOO.COM

Federal Employer Identification Number*



Sales or Occupational Tax Number*



Nature of Business*

bp gas station

Does this business have a grease trap?*

No

Number of Employees*

4

Floor Plan 



No File Uploaded

Certificate of Good Standing 



No File Uploaded

Corporate Officers

Name*

japneet khaira

Residential Address*



Corporate Role* 

Officer

Date of birth*



Percentage of total stock held*

100

Additional Business Information

Copy of Deed or Lease 



No File Uploaded

Certificate of Registration 



No File Uploaded

Copy of County Health Permit 



No File Uploaded

Other Locations* 

na

Previous Addresses* 

na

Has your business license ever been revoked?* 

No

Criminal History* 

na

Municipal Violation History* 

na

Consumer Fraud Complaint* 

na

License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

Bowling alley

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above

Total square footage of business premises*

4000

Additional Accessory Licenses

Will you have amusement devices on site?* ?

No

Will you have vending machines on site?*

No

Will you have a jukebox on site?*

No

Will you be selling tobacco products?*

Yes

Will you be serving or selling liquor?*

No

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

japneet khaira

Primary contact phone number*

6305400449

Secondary contact*

azambir

Secondary contact phone number*

7658810511

AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Japneet Khaira
Mar 16, 2024

The business has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department* 



I hereby certify that as the applicant, I*
am an owner of the business.

Business Entity Search

Entity Information

Entity Name	RT 59 GASOLINE INC..	Status	ACTIVE
File Number	72617649	Type of Corp	DOMESTIC BCA
Entity Type	CORPORATION	State	ILLINOIS
Incorporation Date (Domestic)	01-07-2020	Annual Report Year	2024
Duration Date	PERPETUAL	Agent Change Date	01-07-2020
Annual Report Filing Date	02-02-2024		
Agent Information	JAPNEET KHAIRA 1100 W STEARNS RD BARTLETT ,IL 60103-4546		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

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 Exceed Insurance 5862 E 82nd St Indianapolis IN 46250	CONTACT NAME: Swati Sarwate	FAX (A/C. No):
	PHONE (A/C. No. Ext): (855) 539-2333	
	E-MAIL ADDRESS: Swati@exceedinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: MOTORISTS COMMERCIAL MUT INS CO	NAIC # 13331
	INSURER B: Auto-Owners Insurance Company	
	INSURER C: TRAVELERS IND CO OF AMER	25666
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		5001551963	03/12/2024	03/12/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPI/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		55-128670-00	03/12/2024	03/12/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB5P688403	03/12/2024	03/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Coverages Deductible \$2,500		5001551963	03/12/2024	03/12/2025	Building	\$800,000
						Contents	\$105,000

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

Additional insured for General liability Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and volunteers acting on behalf of the village and the license. 30 day notice of cancellation applies.

CERTIFICATE HOLDER Village of Bartlett 228 S. Main St. Bartlett IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Swati S.</i>

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LICENSE OR PERMIT BOND

BOND NO. S-961421

KNOW ALL MEN BY THESE PRESENTS THAT WE,

Rt 59 Gasoline Inc of
1100 W Stearns Rd Bartlett IL 60103 as Principal, and
NGM Insurance Company, a Florida corporation with its principal
office at 55 West Street Keene NH 03431-7000, as Surety,
are held and firmly bound unto
Village of Bartlett

in the sum of Two Thousand and 00/100 Dollars

(\$2,000), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Obligee for Liquor License

at _____ for the term commencing on the 6th day of
September, 2024 and ending on the 6th day of September, 2025.

NOW, THEREFORE, if Principal shall faithfully observe and comply with all terms of the underlying license or permit, and all Ordinances, Rules and Regulations, and any Amendments thereto, applicable to the obligation of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon. Regardless of the number of years or terms this bond remains in effect, and regardless of the number and amount of claims that may be made, the maximum aggregate liability of the Surety is limited to the penal sum of the bond.

SIGNED, SEALED AND DATED on this 6th day of September, 2024.

Rt 59 Gasoline Inc

By _____

NGM Insurance Company

By Richelle Smith
Richelle Smith

Attorney-in-Fact





POWER OF ATTORNEY

S-961421

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit: "SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Richelle Smith its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-961421 dated September 6, 2024, on behalf of **** Rt 59 Gasoline Inc **** in favor of Village of Bartlett for Two Thousand and 00/100 Dollars (\$ 2,000) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 23rd day of August, 2023.

NGM INSURANCE COMPANY By:

[Handwritten signature of Lauren K. Powell]



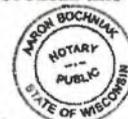
Lauren K. Powell
Chief of Staff, Vice President, Corporate Secretary

State of Wisconsin,
County of Dane

On this 23rd day of August, 2023, before the subscriber a Notary Public of State of Wisconsin and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Madison, Wisconsin this 23rd day of August, 2023.

[Handwritten signature of Notary Public]



My commission expires:
May 21, 2027

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 6th day of September, 2024.

[Handwritten signature of Nathan Hoyt]



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.

ILLINOIS NOTICE

This notice is to advise you that should any complaints arise regarding this bond, you may contact the company at the following address:

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246-4486
Attn: Bond Dept

Or you may contact the Illinois Department of Insurance at:

Illinois Department of Insurance
Consumer Division or Public Services Section
Springfield, IL 62767

Main Street America Insurance
55 West St.
Keene, N.H. 03431

******NOTE this notice is for the principal addressed below and should not be filed with the obligee******

Fidelity or Surety Bond

Rt 59 Gasoline Inc
1100 W Stearns Rd
Bartlett, IL 60103

PRIVACY NOTICE

Dear Principal:

This letter describes our practices and procedures designed to protect your non-public personal information. The privacy area is the subject of much public debate as well as federal and state legislation. We thought you should know of the protections your surety company has put in place to ensure the confidentiality of your non-public information. As your surety company, our objective is to professionally serve your surety and fidelity needs. We recognize that in providing these services there is an obligation to safeguard the personal information you have entrusted to us as well as other non-public personal information that is provided to us as part of the surety or fidelity transaction. All of our surety companies listed above adhere to these practices and procedures.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as is permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your surety or fidelity coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

Most of your non-public personal information is provided by you on your application for surety or fidelity bond(s). Depending on the type of surety or fidelity bond policy you request, we may seek additional information about you or other individuals who are being proposed for coverage. In certain circumstances we may collect information about you from third parties. For example, for surety or fidelity bonds we may seek financial reports and information from banks or CPA's as well as other background information. We may receive information about you from a consumer reporting agency. This information allows us to properly underwrite and rate your surety or fidelity bond coverage and to complete the other transactions incidental to your surety or fidelity bond coverage.

INFORMATION DISCLOSURES THAT WE MAKE

We do not disclose any non-public personal information about our policyholders except as it is permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization. These disclosures may include those made to your agent or broker, appraisers and independent adjusters who investigate, defend or settle your claims, surety regulators, and/or your financial institution. These are some of the disclosures that are permitted by law.

LIMITATIONS ON ACCESS TO YOUR PERSONAL INFORMATION AT THE COMPANY

We restrict access to your personal information to our employees who need to know the information in order to provide you with the surety or fidelity products and services you have requested. Electronic and procedural safeguards are maintained by the Company to ensure the confidentiality of your information. These safeguards are in compliance with state and federal laws designed to guard your non-public personal information. Our employees are educated on the importance of maintaining the procedures we have put in place to safeguard your personal information.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy and/or access to your information, please contact us as follows:

Main Street America Insurance
Attn: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

IMPORTANT NOTICE

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), MAIN STREET AMERICA INSURANCE ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR SURETY OR FIDELITY BONDS OR RENEWALS OF SURETY OR FIDELITY BONDS COVERAGE, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH SURETY OR FIDELITY BOND IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS SURETY COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

We sincerely hope that you as a valued customer are satisfied with the practices and procedures in place to protect your personal information.

Very truly yours,



Lauren K Powell,
Secretary

BASSET Card



JAPNEET KHAIRA
702 KENTSHIRE CIR
ELGIN IL 60124

April 6, 2023



Letter ID: L1215168840

License No.: 5A-0105312
Expiration Date: 4/2/2026
License Type: Basset Card

Your "Student ID number" is: 13405175

Your "Trainer's ID number" is: 5A-0105312

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov.
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
 50 W. Washington Street, Suite 209 - Chicago, IL 60601
 BEVERAGE ALCOHOL SELLERS AND SERVERS
 EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 4/2/2023 Expires: 4/2/2026
 Trainer's IL Liquor License Number: 5A-0105312

JAPNEET KHAIRA
 702 KENTSHIRE CIR
 ELGIN IL 60124

****Card is not transferrable****



This is to certify that

FAREEDUDDIN KHAN

has successfully completed a seminar in
ALCOHOL SELLER & SERVER EDUCATION TRAINING
State of Illinois Certified BASSET Program
EXPIRES: 4/4/2026

SA-0048785

ILCC Certification #

Instructor





Village of Bartlett, IL

September 24, 2024

LM-43

Liquor Manager
Application

Status: Active

Submitted On: 9/24/2024

Primary Location

No location

Applicant



1100 w stearns rd
bartlett, IL 60103

Statement of Liquor Manager

Name of Business*

rt59 gasoline inc

Business Address:*

1100 w stearns rd, bartlett, il 60103

Business Telephone Number*

6305402132

Liquor Manager Name*

fareeduddin khan

Home Address*



Previous address

Home Telephone Number*



Date of birth*



Place of birth*



Social Security Number*



Drivers License Number*



State issued by

illinois

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?*



Date fingerprinted?*

09/05/2024

Yes

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?*

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?*

No

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?*

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?*

No

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?*

In what capacity are you employed by the applicant? *

No

manager

Give name of person who appointed you in your present capacity*

Date of appointment

japneet khaira

03/01/2020

List employer(s) for past five year, including business name, address, manager's name, and position.*

rt59 gasoline inc. 1100 w stearns rd, bartlett, il 60103 - japneet khaira (current-2020)

HD petroleum inc, 1100 w stearns rd, bartlett, il 60103 - utsav patel (2018-2020)

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application*

bassett certificate holder for part time job at armytrail gasoline inc,

How many hours per week will you be physically present at the premises to be licensed?*

65

AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.*

fareeduddin khan
Sep 24, 2024

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

By checking this box I agree to the above without reservation.*

fareeduddin khan
Sep 24, 2024



DEPARTMENT OF POLICE

The Village of
Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM
24-40

DATE: September 3, 2024
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police 
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Japneet Singh Khaira

Business: RT 59 Gasoline Inc. DBA BP (owner)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



INTER OFFICE
MEMORANDUM



To: Kelly Thompson
From: Holly Sumner
Date: August 30, 2024
Subject: Liquor license Applicant Fingerprint Response

The attached fingerprint response package for Chief Pretkelis' review is complete and contains:

- Signed Fee Applicant Consent Form
- Illinois State Police Response – Clear
- FBI Response – ~~HIT - Dismissed Domestic Battery Charges on 8/6/12~~
- Sex Offender Website: Clear

FOR: _____
NAME: Khaira, Japneet _____
PURPOSE: Liquor License _____



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 24-43

DATE: September 6, 2024
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkells, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Fareeduddin Khan

Business: BP AM PM (Liquor Manager)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



INTER OFFICE
MEMORANDUM



To: Kelly Thompson
From: Holly Sumner
Date: September 6, 2024
Subject: Liquor license Applicant Fingerprint Response

The attached fingerprint response package for Chief Pretkelis' review is complete and contains:

- Signed Fee Applicant Consent Form
- Illinois State Police Response – **Clear**
- FBI Response – **Clear**
- Sex Offender Website: **Clear**

FOR: Khan, Fareeduddin
NAME: _____
PURPOSE: Liquor License



Agenda Item Executive Summary

AGENDA ITEM: Class C Ext. Liquor License Request- BP Gas **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
--------	----	----------	----

Fund: _____ **Corresponding Activity Measure:** _____

EXECUTIVE SUMMARY

Attached for your consideration is the liquor license application submitted by Bartlett Gasoline Inc. (BP Gas). 5590 County Farm Rd. Bartlett, IL 60103.

Bartlett Gasoline Inc. is requesting a Class C Extended License. The Class C Extended allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and from 8:00 a.m. to 1:00 a.m. Friday and Saturday.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Class C Ext. Liquor License Application
Business License Application
Corporate Documents
Proof of Insurance
Surety Bond
Basset Training Certificate
Liquor Manager Application
Memo from Police Department

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 09/24/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 9/25/2024
Re: Class C Ext. Liquor License Application

Attached for your consideration is the liquor license application submitted by Bartlett Gasoline Inc. (BP Gas). 5590 County Farm Rd. Bartlett, IL 60103.

Bartlett Gasoline Inc. is requesting a Class C Extended License. The Class C Extended allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and from 8:00 a.m. to 1:00 a.m. Friday and Saturday.

As the attached memo from the police department indicated, the applicant satisfies the requirements for the license issuance.

The owners were not able to supply their property ownership info. before the agenda item was assembled, but the license would not be released until it is received and approved.

The appropriate Suerty Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.



Village of Bartlett, IL

September 24, 2024

LQ-24-10

Liquor License

Status: Active

Submitted On: 9/6/2024

Primary Location

5590 COUNTY FARM RD
BARTLETT, IL 60103

Owner

BARTLETT REAL PROPERTIES
LLC
5590 COUNTY FARM RD
BARTLETT, IL 60103-5180

Applicant


5590 county farm road
bartlett, IL 60103

Business Information

Do you have or have you already submitted a general business license application?*

Yes

Type of general business license* ?

GAS STATION

Name of business license was issue to:*

BARTLETT GASOLINE INC

Is this a renewal or new liquor license application?*

New application

Have you or will you be applying for a video gaming license?*

No

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested*

Class C ext

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?*

Neither

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? *

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager*

KAMALDEEP KAUR

Home address:*



Position held by the Liquor Manager in the business*

OPERATION MANAGER

Has the Liquor Manager been finger printed for the purpose of this application?*

No

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

No

All Liquor Managers must be fingerprinted by the Bartlett Police Department before a license can be approved. Please have them complete the Liquor License Manager application and call 630-837-0800 to schedule their fingerprinting.

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

NAVI SINGH

Primary contact phone number*



Secondary contact*

JP

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as my be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

JAPNEET KHAIRA
Aug 22, 2024

The business applying for this license has a  Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department.



I hereby certify that as the applicant, I am the owner of the business.



Village of Bartlett, IL

September 24, 2024

BL-22-246 Renewal
General Business
License
Status: Complete
Submitted On: 3/16/2024

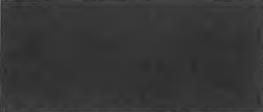
Primary Location

5590 COUNTY FARM RD
BARTLETT, IL 60103

Owner

BARTLETT REAL PROPERTIES
LLC
COUNTY FARM RD 5590
COUNTY FARM RD BARTLETT, IL
60103-5180

Applicant


@

1100 W STEARNS RD
BARTLETT, IL 60103

Business Information

Name of Business (DBA)*

BP GAS

Entity Type*

Corporation

Corporation or LLC Name*

BARTLETT GASOLINE INC

Corporation Registered Agent* ?

JAPNEET KHAIRA

Business Phone Number*

630-483-9059

Primary Business Email Address* ?

5590 COUNTY FARM RD BARTLETT IL
60103-5180

Federal Employer Identification Number*



Sales or Occupational Tax Number*



Nature of Business*

GAS STATION

Does this business have a grease trap?*

No

Number of Employees*

4

Floor Plan ?



No File Uploaded

Certificate of Good Standing ?



No File Uploaded

Corporate Officers

Name*

JAPNEET KHAIRA

Residential Address*



Corporate Role* ?

Officer

Date of birth*



Percentage of total stock held*

100

Additional Business Information

Copy of Deed or Lease ?



No File Uploaded

Certificate of Registration ?



No File Uploaded

Copy of County Health Permit ⓘ



No File Uploaded

Other Locations* ⓘ

NA

Previous Addresses* ⓘ

NA

Has your business license ever been revoked?* ⓘ

No

Criminal History* ⓘ

NA

Municipal Violation History* ⓘ

NA

Consumer Fraud Complaint* ⓘ

NA

License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

Bowling alley

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above

 Total square footage of business premises*

4000

Additional Accessory Licenses

Will you have amusement devices on site?* 

No

Will you have vending machines on site?*

No

Will you have a jukebox on site?*

No

Will you be selling tobacco products?*

Yes

Will you be serving or selling liquor?*

No

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

JAPNEET KHAIRA

Primary contact phone number*



Secondary contact*

AZAMBIR

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as my be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Japneet Khaira
Mar 16, 2024

The business has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department*



I hereby certify that as the applicant, I*
am an owner of the business.



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	BARTLETT GASOLINE INC.,		
File Number	72617584	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01-07-2020	State	ILLINOIS
Duration Date	PERPETUAL		

Annual Report Filing Date	02-02-2024	Annual Report Year	2024
Agent Information	JAPNEET KHAIRA 5590 COUNTY FARM RD BARTLETT ,IL 60103-5180	Agent Change Date	01-07-2020

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

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 Exceed Insurance 5862 E 82nd St Indianapolis IN 46250	CONTACT NAME: Swati Sarwate PHONE (A/C, No, Ext): (855) 539-2333 E-MAIL ADDRESS: Swati@exceedinsurance.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bartlett Gasoline Inc 5590 County Farm Rd Bartlett IL 60103	INSURER A: Accelerant Specialty Insurance Company		25666
	INSURER B: TRAVELERS IND CO OF AMER		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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	ADU	SUBR	INS	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 <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					CSRM205910-0	03/12/2024	03/12/2025	EACH OCCURRENCE	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>								COMBINED SINGLE LIMIT (Ea accident)	\$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						UB5P667597	03/12/2024	03/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT
A	Property Coverages Deductible \$2,500					CSRM205910-0	03/12/2024	03/12/2025	Building	\$1,250,000
									Contents	\$114,000

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

Additional insured for General liability Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and volunteers acting on behalf of the village and the license. 30 day notice of cancellation applies.

CERTIFICATE HOLDER Village of Bartlett 228 S. Main St. Bartlett IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Swati S.</i>

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POWER OF ATTORNEY

S-961423

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit: "SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Richelle Smith its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-961423 dated September 6, 2024 , on behalf of **** BARTLETT GASOLINE INC **** in favor of Village of Bartlett for Two Thousand and 00/100 Dollars (\$ 2,000) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 23rd day of August, 2023.

NGM INSURANCE COMPANY By:

[Handwritten signature of Lauren K. Powell]



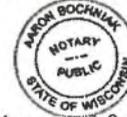
Lauren K. Powell
Chief of Staff, Vice President, Corporate Secretary

State of Wisconsin,
County of Dane

On this 23rd day of August, 2023, before the subscriber a Notary Public of State of Wisconsin and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Madison, Wisconsin this 23rd day of August, 2023.

[Handwritten signature of Nathan Hoyt]



My commission expires:
May 21, 2027

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 6th day of September , 2024 .

[Handwritten signature]



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.

ILLINOIS NOTICE

This notice is to advise you that should any complaints arise regarding this bond, you may contact the company at the following address:

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246-4486
Attn: Bond Dept

Or you may contact the Illinois Department of Insurance at:

Illinois Department of Insurance
Consumer Division or Public Services Section
Springfield, IL 62767

Main Street America Insurance
55 West St.
Keene, N.H. 03431

******NOTE this notice is for the principal addressed below and should not be filed with the obligee******

Fidelity or Surety Bond

BARTLETT GASOLINE INC
5590 COUNTY FARM RD
Bartlett, IL 60103

PRIVACY NOTICE

Dear Principal:

This letter describes our practices and procedures designed to protect your non-public personal information. The privacy area is the subject of much public debate as well as federal and state legislation. We thought you should know of the protections your surety company has put in place to ensure the confidentiality of your non-public information. As your surety company, our objective is to professionally serve your surety and fidelity needs. We recognize that in providing these services there is an obligation to safeguard the personal information you have entrusted to us as well as other non-public personal information that is provided to us as part of the surety or fidelity transaction. All of our surety companies listed above adhere to these practices and procedures.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as is permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your surety or fidelity coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

Most of your non-public personal information is provided by you on your application for surety or fidelity bond(s). Depending on the type of surety or fidelity bond policy you request, we may seek additional information about you or other individuals who are being proposed for coverage. In certain circumstances we may collect information about you from third parties. For example, for surety or fidelity bonds we may seek financial reports and information from banks or CPA's as well as other background information. We may receive information about you from a consumer reporting agency. This information allows us to properly underwrite and rate your surety or fidelity bond coverage and to complete the other transactions incidental to your surety or fidelity bond coverage.

INFORMATION DISCLOSURES THAT WE MAKE

We do not disclose any non-public personal information about our policyholders except as it is permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization. These disclosures may include those made to your agent or broker, appraisers and independent adjusters who investigate, defend or settle your claims, surety regulators, and/or your financial institution. These are some of the disclosures that are permitted by law.

LIMITATIONS ON ACCESS TO YOUR PERSONAL INFORMATION AT THE COMPANY

We restrict access to your personal information to our employees who need to know the information in order to provide you with the surety or fidelity products and services you have requested. Electronic and procedural safeguards are maintained by the Company to ensure the confidentiality of your information. These safeguards are in compliance with state and federal laws designed to guard your non-public personal information. Our employees are educated on the importance of maintaining the procedures we have put in place to safeguard your personal information.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy and/or access to your information, please contact us as follows:

Main Street America Insurance
Attn: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

IMPORTANT NOTICE

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), MAIN STREET AMERICA INSURANCE ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR SURETY OR FIDELITY BONDS OR RENEWALS OF SURETY OR FIDELITY BONDS COVERAGE, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH SURETY OR FIDELITY BOND IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS SURETY COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

We sincerely hope that you as a valued customer are satisfied with the practices and procedures in place to protect your personal information.

Very truly yours,



Lauren K Powell,
Secretary

BASSET Card



JAPNEET KHAIRA
702 KENTSHIRE CIR
ELGIN IL 60124

April 6, 2023
LETTER ID: L1215168840

License No.: 5A-0105312
Expiration Date: 4/2/2026
License Type: Basset Card

Your "Student ID number" is: 13405175

Your "Trainer's ID number" is: 5A-0105312

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at LCC.illinois.gov (click on the RESOURCES tab to access the "BASSET Card Lookup" page).

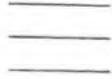
ILLINOIS LIQUOR CONTROL COMMISSION
 50 W. Washington Street, Suite 209 - Chicago, IL 60601
 BEVERAGE ALCOHOL SELLERS AND SERVERS
 EDUCATION AND TRAINING (BASSET) CARD

Date of Certification: 4/2/2023 Expires: 4/2/2026
 Trainer's IL Liquor License Number: 5A-0105312

JAPNEET KHAIRA
 702 KENTSHIRE CIR
 ELGIN IL 60124

****Card is not transferrable****

BASSET Card



KAMALDIP KAUR
702 KENTSHIRE CIRCLE
ELGIN IL 60124

April 6, 2023



Letter ID: L0309199176

License No.: 5A-0105312
Expiration Date: 4/3/2026
License Type: Basset Card

Your "Student ID number" is: 13409611

Your "Trainer's ID number" is: 5A-0105312

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov.
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
 50 W. Washington Street, Suite 209 - Chicago, IL 60601
 BEVERAGE ALCOHOL SELLERS AND SERVERS
 EDUCATION AND TRAINING (BASSET) CARD

Date of Certification: 4/3/2023 Expires: 4/3/2026
 Trainer's IL Liquor License Number: 5A-0105312

KAMALDIP KAUR
 702 KENTSHIRE CIRCLE
 ELGIN IL 60124

****Card is not transferrable****



Village of Bartlett, IL

September 24, 2024

LM-44

Liquor Manager

Application

Status: Active

Submitted On: 9/24/2024

Primary Location

No location

Applicant



5590 county farm road
bartlett, IL 60103

Statement of Liquor Manager

Name of Business*

bartlett gasoline inc

Business Address:*

5590 countyfarm rd, bartlett, il 60103

Business Telephone Number*

6304839059

Liquor Manager Name*

kamaldeep kaur

Home Address*



Previous address



Home Telephone Number*



Date of birth*



Place of birth*



Social Security Number*



Drivers License Number*



State issued by

illinois

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?*



Date fingerprinted?*

09/02/2024

Yes

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?*

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?*

No

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?*

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?*

No

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?*

In what capacity are you employed by the applicant?*

No

manager

Give name of person who appointed you in your present capacity*

Date of appointment

japneet khaira

04/01/2022

List employer(s) for past five year, including business name, address, manager's name, and position.*

armytrail gasoline inc, 860 w armytrail rd, carol stream, il 60188- japneet khaira (manager)
oasis on 20 inc, 3191 us highway 20, elgin , il 60124 - japneet khaira (manager)

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application*

bassett certificate holder and has worked as a manager selling liquor at different gas stations.

How many hours per week will you be physically present at the premises to be licensed?*

65

AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.*

kamaldeep kaur
Sep 24, 2024

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

By checking this box I agree to the above without reservation.*

kamaldeep kaur
Sep 24, 2024



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 24-40

DATE: September 3, 2024
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police 
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Japneet Singh Khaira

Business: RT 59 Gasoline Inc. DBA BP (owner)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



INTER OFFICE
MEMORANDUM



To: Kelly Thompson
From: Holly Sumner
Date: August 30, 2024
Subject: Liquor license Applicant Fingerprint Response

The attached fingerprint response package for Chief Pretkelis' review is complete and contains:

- Signed Fee Applicant Consent Form
- Illinois State Police Response – **Clear**
- FBI Response – **HIT- Dismissed Domestic Battery Charges on 8/6/12**
- Sex Offender Website: **Clear**

FOR: Khaira, Japneet
NAME: _____
PURPOSE: Liquor License



Est. 1892

DEPARTMENT OF POLICE

The Village of
Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM
24-41

DATE: September 3, 2024
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Kamaldeep Kaur

Business: Bartlett Gasoline Inc. (manager)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify her as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



INTER OFFICE
MEMORANDUM



To: Kelly Thompson
From: Holly Sumner
Date: August 30, 2024
Subject: Liquor license Applicant Fingerprint Response

The attached fingerprint response package for Chief Pretkelis' review is complete and contains:

- Signed Fee Applicant Consent Form
- Illinois State Police Response – **Clear**
- FBI Response – **Clear**
- Sex Offender Website: **Clear**

FOR: Kaur, Kamaldeep
NAME: _____
PURPOSE: Liquor License
