Village of Carol Stream

BOARD MEETING
AGENDA
APRIL 15, 2013
8:00 P.M.

All matters on the Agenda may be discussed, amended and acted upon

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the April 1, 2013 Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2650, Commending Pamela Fenner for Her 20 Years of Service as Village Trustee.

2. Resolution No. 2651, Commending Anthony Manzzullo for His Service to the Village of Carol Stream.

3. Resolution No. 2652, Recognizing Danielle Austin as 2013 Ms. Wheelchair Illinois America.

4. Proclamation in Observance of Earth Day on Monday, April 22, 2013.

5. Proclamation Designating April 15-21 as Tornado Preparedness Week.

6. Proclamation Honoring Wayne/Winfield Area Youth/Family Services on its 30th Anniversary.

7. Proclamation Designating May 2013 Motorcycle Awareness Month.

8. Proclamation declaring April 26, 2013, Arbor Day in the Village of Carol Stream

9. Public Hearing: Annual Budget for the 2013-2014 Fiscal Year beginning May 1, 2013.

D. SELECTION OF CONSENT AGENDA:

If you are here for an item which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

Village of Carol Stream

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E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

   a. #13049 – Royal Die & Stamping – 125 Mercedes Drive
   Variations - Sign Code
   RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 4-3
   Zoning approval to allow wall-painted logo signage.

   b. #13053 – Pizzeria Da Nella – 600 E. North Avenue
   Special Use Permit - Restaurant with Bar Area
   RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 7-0
   Zoning approval for a new restaurant at The Shoppes of Carol Stream.

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Personnel Manual Revisions.
   Recommendation for revision of the Village of Carol Stream's Personnel Manual.

2. Award of Contract – GovTemps USA.
   Staff recommends that the Village Board authorize the Village Manager to execute an agreement for temporary staffing (Seasonal Property Maintenance Inspector) in the amount of $28 per hour with a not-to-exceed amount of $11,200.

3. Award of Contract – B&F Technical Code Services.
   Staff recommends that the Village Board authorize the Village Manager to execute an Independent Contractor's Agreement and purchase orders for building code consultant services.

4. Motion to approve Amendment No. 2 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center authorizing an increase of $42,919 for a total contract cost of $1,689,861 for the period May 1, 2013 through April 30, 2014.
   Staff is recommending that the Board approve a contract renewal and cost increase for operation and management of the Water Reclamation Center.

5. Award of Contract for the 2013 Asphalt Restorative Sealer & Request to Waive Bidding.
   Village staff recommends bidding process be waived and the contract be awarded to CAM, LLC of Sugar Grove in the amount of $47,192.55.

6. Liquor Sales – Gasoline Stations.
   Request for direction on the 2,000 square foot retail floor area limitation for gas stations allowed to sell beer and wine.

7. Liquor Licensing - Video Gaming.
   Request for direction on a proposed amendment to the Code of Ordinances limiting video gaming in establishments licensed for the consumption of alcohol on premises.

8. Church Bells – Corpus Christi Catholic Church.
   Request for direction on an inquiry from Corpus Christi Catholic Church for bells on its exterior.

H. ORDINANCES:

1. Ordinance No. _____, Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2013.
   This item amends the FY12/13 budget to account for certain expenses incurred during the fiscal year which were unplanned and unbudgeted.

2. Ordinance No. _____, Adopting the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2014.
   Ordinance Adopting the Annual Budget for the Village of Carol Stream in the Amount of $40,893,035 for the FY13/14 Fiscal Year Beginning May 1, 2013 and ending April 30, 2014.

3. Ordinance No. _____, Amending Chapter Six, Article Thirteen and Section 12-3-17 of the Carol Stream Code of Ordinances (Permit and Inspection Fees and Securities).
   Staff recommends updates to the Village's schedule of fees and securities for building and zoning approvals.

4. Ordinance No. _____, Approving a Special Use Permit to Allow a *Restaurant with a Bar Area* in the B-2 General Retail Zoning District (Lee Crossing/Pizzeria Da Nella, 600 E. North Avenue. *See E1b.*

Village of Carol Stream

BOARD MEETING
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I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
   The Police Department requests that the Village Board declare four Intoximeter Alco-Sensor III PBTs surplus so they can be disposed of and Administration Department is requesting four electronic equipment items be declared surplus for recycling.

2. Resolution No. _____, Accepting a Plat of Easement for Stormwater Management and Conveyance – 500, 520 & 550 E. North Avenue – Caputo's Market Place.
   This item is the acceptance of a grant of easement for storm water management and conveyance as required by the DuPage County Countywide Storm Water Management and Flood Plain Ordinance.

3. Resolution No. _____, Authorizing the Execution of an Intergovernmental Lease Agreement by and between the Village of Carol Stream and the Carol Stream Park District.
   This is a resolution authorizing an intergovernmental agreement between the Village of Carol Stream and the Carol Stream Park District which will allow the Park District to continue to provide recreational and maintenance activities at the Village-owned Community Park until the 68 acre property can be transferred to the Park District.

J. NEW BUSINESS:

1. Fire and Police Commission Appointment.
   Recommendation by Mayor Saverino to reappoint Michael Traficanti to the Fire and Police Commission for a three-year term expiring April 30, 2016.

2. Police Pension Fund Board Appointment.
   Recommendation by Mayor Saverino to reappoint Anthony Marzano to the Police Pension Fund Board for a two-year term expiring April 30, 2015.

3. Request from Wheaton College for Village Board Affirmation of the Allowable Use of Pfund Stadium.
   Wheaton College seeks agreement with the Village Board regarding the rental of Pfund Stadium to other college teams.

4. Raffle License Application – Carol Stream Woman's Club, Inc.
   Request for approval to waive raffle license fee and manager's fidelity bond for raffle to be held at Just Play at the Town Center on May 18-19, 2013.

5. 2012 Annual Report.

K. PAYMENT OF BILLS:

1. Regular Bills: April 2, 2013 through April 15, 2013.

2. Addendum Warrants: April 2, 2013 through April 15, 2013.

L. REPORT OF OFFICERS:

1. Mayor:

2. Trustees:

3. Clerk:

4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End March 31, 2013.

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

LAST ORDINANCE:	**2013-04-08**	**LAST RESOLUTION:**	**2649**
NEXT ORDINANCE:	**2013-04-09**	**NEXT RESOLUTION:**	**2650**

AGENDA ITEM
B-1 4-15-13

4-1-2013 VB

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

April 1, 2013

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:08 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze and Matt McCarthy

Absent: Trustee Pam Fenner

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes and Village Clerk Beth Melody

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the March 18, 2013 Village Board Meeting. The results of the roll call vote were as follows:

Ayes:	*5*	*Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays:	*0*	
Absent:	*1*	*Trustee Fenner*

The motion passed.

Trustee Frusolone moved and Trustee McCarthy made the second to approve the Minutes of the March 18, 2013 Special Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes:	*3*	*Trustees Frusolone, Schwarze and McCarthy*
Nays:	*0*	
Abstain:	*2*	*Trustees Manzzullo and Weiss*
Absent:	*1*	*Trustee Fenner*

The motion passed.

Trustee Weiss moved and Trustee Manzzullo made the second to approve but not release the Minutes of the March 18, 2013 Village Board Executive Session Meeting. The results of the roll call vote were as follows:

Ayes:	*5*	*Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays:	*0*	
Absent:	*1*	*Trustee Fenner*

The motion passed.

AUDIENCE PARTICIPATION & PUBLIC HEARINGS

2012 Resident Donations to Christmas Sharing Program:
A check in the amount of $3,723.35 representing 2012 resident water bill donations and proceeds from the annual holiday light recycling program was by Mayor Saverino to Social Service Unit Supervisor Mindi Thomas for the Christmas Sharing Program. .

Introduction of New State Representative - District 42:
Newly elected State Representative Jeanne Ives provided an update on legislative activities in Springfield. Her contact information is repjeanneives@gmail.com.

CONSENT AGENDA

Trustee Schwarze moved and Trustee McCarthy made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:

Ayes:	*5*	*Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays:	*0*	
Absent:	*1*	*Trustee Fenner*

The motion was approved.

Trustee McCarthy moved and Trustee Manzzullo made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes:	*5*	*Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays:	*0*	
Absent:	*1*	*Trustee Fenner*

The motion was approved.

1. Award of Contract for the 2013 Flexible Pavement Project
2. Pond Shoreline and Wetland Maintenance for FY2013/14, Recommendation to Waive Bids and Award Contract
3. Request from the Carol Stream Park District for Temporary Variations from the Sign Code
4. Payment of Regular & Addendum Warrant of Bills

Trustee Schwarze moved and Trustee Frusolone made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

Ayes:	*5*	*Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays:	*0*	
Absent:	*1*	*Trustee Fenner*

The motion was approved.

The following are brief descriptions of those items approved on the Consent Agenda for this meeting.

Award of Contract for the 2013 Flexible Pavement Project:
The Village Board approved award of contract for the 2013 Flexible Pavement Project to Arrow Road Construction Co. in the amount of $2,394,924.42. This contract was $930,075.58 (28%) below the engineer's estimate and budget for this project.

Pond Shoreline and Wetland Maintenance for FY2013/14, Recommendation to Waive Bids and Award Contract:
The Village Board authorized waiving the formal bid process and awarded the 2013-14 Pond Shoreline and Wetland Maintenance Contract to Bedrock Earthscapes, LLC in the amount of $23,015.00.

Request from the Carol Stream Park District for Temporary Variations from the Sign Code:
The Village Board approved the Carol Stream Park District request of special event signage for their "Just Play" event to be held the weekend of May 18-19.

Regular Bills and Addendum Warrant of Bills:
The Village Board approved the payment of the Regular Bills dated April 1, 2013 in the amount of $890,728.16. The Village Board approved the payment of the Addendum Warrant of Bills from March 19, 2013 – April 1, 2013 in the amount of $491,673.13.

Non-Consent Agenda Items

Ordinance No. 2013-04-08, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class P Liquor Licenses from 0 to 1 (Carol Stream BP, 105 W. North Avenue):

Trustee Weiss pulled this item from the consent agenda because he previously did not vote in favor of allowing package liquor sales at gas stations. Trustee Schwarze moved and Trustee McCarthy made the second to approve Ordinance No. 2013-04-08, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class P liquor licenses from 0 to 1 (Carol Stream BP, 105 W. North Avenue). The results of the roll call vote were as follows:

Ayes:	*4*	*Trustees Frusolone, Manzzullo, Schwarze and McCarthy*
Nays:	*1*	*Trustee Weiss*
Absent:	*1*	*Trustee Fenner*

The motion was approved.

Report of Officers:

Trustee Frusolone stated she and seven other Citizen Emergency Response Team (CERT) members attended the 22nd annual Advanced Severe Weather seminar in Naperville which was hosted by the DuPage County Office of Homeland Security and Emergency Management. She stated the National Weather Service has updated their reporting procedures and will be issuing Impact Based Reporting which is more detailed than previous storm reports. She reminded everyone that April is tornado awareness month.

Trustee Manzzullo reminded everyone that local elections will take place one week from tomorrow (Tuesday) and encouraged people to vote. He asked everyone to remember and pray for our troops.

Trustee Schwarze encouraged all residents to please shop Carol Stream.

Trustee McCarthy stated the 4th of July Parade Committee will be holding multiple fund raisers over the next couple of weeks including the following: Culvers on April 24 – 10% of food sales donation; Zanies Comedy Night with Mike Toomey as the headliner on May 23 - $20 ticket price donation; Flip-Flops on June 10 - 10% of food sales donation. The Rotary is sponsoring a community wide food drive with the drop-off being on Saturday April 13 from 11:00 a.m. – 4:00 p.m. at Glenbard North High School. Further information can be gotten by emailing Luanne info@carolstreamchamber.com. He reminded everyone to please call 911 to report any suspicious activity in their neighborhoods. The calls can be done anonymously.

Village Attorney Rhodes stated Assistant Village Attorney Jason Guisinger's wife gave birth to a baby boy and that is where he is tonight taking care of mom.

Village Manager Breinig stated there will be a budget hearing at our next Board meeting on April 15. The draft budget can be viewed on the Village website, library and at the Village Clerk's office. On April 20 the Village will be hosting its annual electronics recycling event at the Town Center from 9:00 a.m. – Noon. The Park District will also be holding an Earth Day event on this date from 10:00 a.m. – 2:00 p.m. Finally, in addition to the Village of Carol Stream not having a property tax it also does not have any debt (except for a small revolving loan from the EPA on the treatment plant).

Mayor Saverino thanked State Representative Ives for attending the Village Board meeting and for providing an update on legislative issues in Springfield.

At 8:42 p.m. Trustee McCarthy moved and Trustee Weiss made the second to adjourn the meeting.

The results of the roll call vote were as follows:

Ayes:	*5*	*Trustees Manzzullo, Frusolone, Weiss, Schwarze and McCarthy*
Nays:	*0*	
Absent:	*1*	*Trustee Fenner*

FOR THE BOARD OF TRUSTEES

_____

Frank Saverino, Sr., Mayor

_____

Beth Melody, Village Clerk

Regular Meeting – Plan Commission/Zoning Board of Appeals
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois

All Matters on the Agenda may be Discussed, Amended and Acted Upon

April 8, 2013

Chairman Angelo Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Chairman Angelo Christopher and Commissioners Dee Spink, Ralph Smoot, David Hennessey, David Creighton, Frank Petella and James Joseph

Absent:

Also Present: Don Bastian, Assistant Community Development Director, Linda Damron, Secretary and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Joseph moved and Commissioner Spink made the second to approve the minutes of the meeting of February 25, 2013.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton, Joseph and Petella

Nays: 0
Abstain: 0
Absent: 0

PUBLIC HEARING:

Commissioner Joseph moved and Commissioner Spink made the second to open the Public Hearing. The motion passed by unanimous voice vote.

Case # 13049 - Jim Rundle – Royal Die & Stamping Co. Inc. – 125 Mercedes Drive
Variation – Sign Code

Chairman Christopher swore in the witness, Jim Rundle of DesignHaus Architects, 1020 Elk Grove Town Center, Elk Grove Village, IL 60007.

Mr. Jim Rundle stated that he is representing Royal Die & Stamping Co., Inc. located at 125 Mercedes Drive. Mr. Rundle stated that Royal Die & Stamping Co. is requesting two variances to the sign code to allow for Royal Die & Stamping Co. to paint their crown icon logo onto the office entrance wall of the building and to be larger than what the code would allow. Mr. Rundle stated that the location of this sign would help direct clients to the main entrance. Mr. Rundle stated that the sign would only be visible off of Mercedes Drive.

Chairman Christopher asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Christopher asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that Jim Rundle is here on behalf of the new business Royal Die & Stamping Co., asking for two sign code variations. Mr. Bastian stated that in 2012 the Plan Commission reviewed and approved changes to this property that allowed the single building and single property to be divided into two separate buildings and properties. Mr. Bastian stated that the connecting link on the north side of the property has now been demolished. Mr. Bastian stated that Royal Die & Stamping Co. is looking to highlight the location of the main customer and vendor entrance of their business by painting their logo directly on the building facade. Mr. Bastian stated that there is no visibility of the entrance from Gary Avenue and the entrance has limited visibility from Mercedes Drive. Mr. Bastian stated that there is a glass feature at the southwest corner of the building which is visible from Gary Avenue but for security reasons Royal Die & Stamping would like to discourage customers or vendors from attempting to access the building using the existing doorway at the southwest corner of the building. Royal Die will be posting a small sign to direct visitors to the main entrance. Mr. Bastian stated that the two variations that are being requested are to paint their logo directly on the wall surface and to exceed the 12% façade area coverage for a wall sign allowed by code, to 17% of the façade area. Mr. Bastian stated that it is important to understand why the Sign Code prohibits the painting of signs directly onto a building, this provision has been in place for many years, staff believes it is based upon durability concerns, as paint can fade, discolor or flake off the building. Mr. Bastian stated that Royal Die & Stamping has made a significant investment in this building and property. Mr. Bastian stated that the property at 125 Mercedes Drive will be Royal Die & Stamping Company's new headquarters, and staff believes that Royal Die & Stamping would not let the sign fall in disrepair being located at their main entrance. Mr. Bastian stated that staff believes that the petitioner has demonstrated unique circumstances, those being visibility and security issues. Mr. Bastian stated that staff recommends approval of the variances to the Sign Code to allow a sign to be painted directly onto the building, and for the wall signage on a façade in the Industrial District to be 17% of the façade area subject to the conditions listed in the staff report.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioners Hennessey, Smoot and Spink did not have any questions.

Commissioner Creighton wanted to know if there was a plan to renovate the southwest corner of the building where the old main entrance was. Commissioner Creighton wanted to know who would be using the entrance at the southwest corner of the building. Commissioner Creighton wanted to know if there would be a "do not enter" sign posted at the southwest entrance. Commissioner Creighton stated that he did visit the site and it appeared that there was curbing on the left side of the drive aisle to prevent someone from going where the truck docks are, and wanted to know if there would be signage directing a visitor go straight towards the back and with the proper signage the visitors could see the main entrance without having the a sign painted on the building. Commissioner Creighton wanted to know if the sign would have better contrast than the one what is shown on Exhibit B1 of the staff report. Commissioner Creighton stated that he did not think the petitioner demonstrated a unique need for the sign to be painted directly onto the building.

In response to Commission Creighton's questions, Mr. Rundle stated that there are no plans to renovate the southwest corner at this time. Mr. Rundle stated that the entrance at the southwest corner would be an exit only. Mr. Rundle stated that there would be a sign directing visitors to the main entrance. Mr. Rundle stated that there is a drive aisle. Mr. Rundle stated that the look of the sign is designed to be there but not glaring at you. Mr. Rundle stated that the sign is a nice feature to the building.

Commissioner Petella stated that he also visited the property. Commissioner Petella stated that the parking lot is a mess; it is very narrow and congested. Commissioner Petella stated that no one will be able to see this sign over parked cars, Commissioner Petella made a suggestion that the sign could be located on the tower, this way the sign would be visible from the street.

Commissioner Joseph wanted to know if the sign shown on Exhibit D in the staff report was sign what is currently on the building. Commissioner Joseph wanted to know what the highest peak of the crown logo would be from the ground. Commissioner Joseph wanted to know if the parking lot would be re-striped. Commissioner Joseph wanted to know if there would be any safety issues with truck traffic in the drive isle.

Mr. Rundle stated no it was not currently on the building and he presented a copy of the current sign on the building that was permitted. Mr. Rundle stated that the highest peak of the crown logo would be 24 feet in height from the ground. Mr. Rundle stated the parking lot would have a finished coat of blacktop and then it would be re-striped. Mr. Rundle did not believe there would be any safety concerns with the truck traffic.

Chairman Christopher stated that he agreed with his fellow commissioners that the sign will not be visible from Mercedes Drive with truck traffic. Chairman Christopher wanted to know what type of panels that would be used on the tower and the colors of the sign.

Mr. Rundle stated that the tower will have blue panels and the sign will be painted in silver gray and white colors. Mr. Rundle stated the type of panels being used is the same that is being use on the BMO Harris Banks and this type of panel has little to no maintenance.

Commissioner Hennessey moved and Commissioner Smoot made the second to approve the request for variances to the Sign Code to allow a wall sign to be painted directly onto the surface of a wall and to exceed the maximum allowable area of wall signs in the I Industrial District subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes:	4	Chairman Christopher and Commissioner Smoot, Hennessey, Joseph
Nays:	3	Commissioner Petella, Spink and Creighton
Abstain:	0	
Absent:	0	

Chairman Christopher reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on April 15, 2013, at which time the Board would take final action on the matter.

Case # 13053 – Lee Crossing, LLC – 600 E. North Avenue
Special Use – Restaurant with Bar Area

Chairman Christopher swore in the witness, Charles H. Cui, Managing Member of Lee Crossing, LLC, 600 E. North Avenue, Carol Stream, IL 60188 and Franco Grassano, owner of the Pizzeria Da Nella, 2909 S. Emerald Avenue, Chicago, IL.

Mr. Cui stated that the Shoppes of Carol Stream is a 20,000 sq. ft. strip mall, with the recent tenant moving out of the 600 E. North Avenue unit, Lee Crossing LLC., contacted the owner of Pizzeria Da Nella that already has a very successful business in the Lincoln Park Area. Mr. Cui stated that they are here tonight to request a Special Use to allow a restaurant to have a bar area.

Mr. Grassano stated that he opened a new restaurant in Lincoln Park about eleven months ago and has been very successful and the Pizzeria Da Nella won an award in November, 2012, from Windy City Live for having the best thin crust pizza in the Chicago area. Mr. Grassano stated that his wife is the chef and they will serve authentic wood oven pizza, pasta, salads and appetizers. Mr. Grassano stated that they are a family business with a focus on families with children. Mr. Grassano stated that he has over 20 years of experience as a server and manager in the restaurant business. Mr. Grassano stated they would like the opportunity to come to Carol Stream and he is requesting to have a bar area in his restaurant to sell wine and beer.

Chairman Christopher asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Christopher asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that the Village Board granted the development approvals in 2006 for The Shoppes at Carol Stream, as you may be familiar will some of tenants that would include the standalone Starbuck's Coffee Shop at the northwest corner of the property, and some of the other tenants in the shopping center have included a fitness center, small grocery store, small office and various restaurants. Mr. Bastian stated that with the Vietnam Bistro at the west end of the center moving out recently the petitioner would like to rent the space to the Pizzeria Da Nella. Mr. Bastian stated that a restaurant is a permitted use in the B-2 General Retail District, but a restaurant with a bar area is a Special Use and that is why the petitioner is before you tonight requesting a Special Use Permit. Mr. Bastian stated that staff looked at a couple of different items, first is the parking, staff would like to point out the in 2006 this development was approved with about a 47 space reduction in parking, that was intentionally done by the Plan Commission and Village Board with the reasoning being based on the different mix of tenants in the building that would have different peak parking demands periods. Mr. Bastian stated that over the years there have not been any parking issues at the Shopping Center and staff believes there is not a parking issue at this point. Mr. Bastian stated that on the bottom of page 2 of the staff report is a chart showing the parking calculation that includes Pizzeria Da Nella going into the center, instead of 170 parking spaces required the site will have 123 parking spaces which a much smaller reduction than what was originally approved. Mr. Bastian stated that staff is comfortable with the total parking layout in this center. Mr. Bastian stated that staff looked at the compatibility of the proposed restaurant and bar use with the surrounding area and uses and staff finds it to be compatible. Mr. Bastian stated the floor plan of the proposed bar area in the restaurant shows seating for only ten patrons, staff believes that this will be primarily a restaurant and it is not intended to have a large bar crowd. Mr. Bastian stated that staff has no objections to the Special Use that is being requested. Mr. Bastian stated that the petitioner is aware that they will need to follow up with an application to the Village for a liquor license through the Clerk's office. Mr. Bastian stated that the owner of the center has agreed to work on some property maintenance issues. Mr. Bastian stated that staff recommends approval of the Special Use with the conditions listed in the staff report.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioner Joseph asked Mr. Bastian what are some of the property maintenance issues. Commissioner Joseph wanted to know if there was a convenience / liquor store at this center at one time and wanted to know if that was the larger unit at the center. Commissioner Joseph asked the owner of the pizzeria, Mr. Grassano, if he intended on having video poker machines. Commissioner Joseph thanked the petitioner for thinking of Carol Stream for his business.

Mr. Bastian stated that staff has been working with the property owner in regards to the gates to the trash enclosures that face Schamle Road that have been broken or inoperable or left open. Mr.

Bastian stated that the property owner has made progress in this area; they have had a welder out to work on the gates. Mr. Bastian stated that there is some landscaping that needs to be refreshed when the weather cooperates and the property owner has agreed to work on the landscaping. Mr. Bastian also stated that staff will be checking to make sure that the parking lot is striped to code.

Mr. Cui stated that at one time there was a convenience / liquor store at the center but they have moved out. Mr. Cui stated that the larger unit was occupied by a fitness center and they have also moved out.

Mr. Grassano stated that he would not be having video poker; this will be a family restaurant.

Commissioner Petella stated that is his understanding that it was going to be only beer and wine served and asked the petitioner if beer and wine was all they were looking be serving. Commissioner Petella asked Mr. Bastian to go over the parking space requirement. Commissioner Petella also thanked the business owner for thinking of Carol Stream for his business.

Mr. Grassano stated that at the Lincoln Park location they serve about 60% wine and 20% beer and 10% liquor.

Mr. Bastian stated that staff takes into account all of the spaces and the Zoning Code has a parking formula for a shopping center, one space for every 250 sq. ft. of floor area and the 10,500 sq. ft. of vacant space is factored into the calculation. Mr. Bastian stated that if the owner wanted to divide that space up into four more restaurants there may be a problem in terms of parking and the original ordinance would allow us to bring that back to the Plan Commission to take a look at the parking. Mr. Bastian stated that staff will continue to monitor the center and work with the owner when they do fill the vacant space.

Commissioner Spink wanted to know if they would be having takeout and delivery service.

Mr. Grassano stated yes they would have takeout and delivery service.

Commissioner Smoot and Creighton did not have any questions.

Commissioner Hennessey did not have any questions, but wanted to state that he read the reviews on the petitioner's restaurant he believes it will be a good fit for the community and wanted to thank the business owner for thinking of Carol Stream for his business.

Chairman Christopher did not have any questions.

Commissioner Joseph moved and Commissioner Petella made the second to approve the request for a Special Use Permit to allow a Restaurant with Bar Area in the B-2 General Retail District with staff recommendation listed in the staff report.

The results of the roll call vote were:

Ayes:	7	Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton, Joseph and Petella
Nays:	0	
Abstain:	0	
Absent:	0	

Chairman Christopher reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on April 15, 2013, at which time the Board would take final action on the matter.

Commissioner Creighton moved and Commissioner Hennessey made the second to close the Public Hearing.

The results of the roll call vote were:

Ayes:	6	Chairman Christopher and Commissioner Spink, Hennessey, Creighton, Joseph and Petella
Nays:	1	Commissioner Smoot
Abstain:	0	
Absent:	0	

NEW BUSINESS:

ADJOURNMENT:

At 8:10 p.m. Commissioner Petella moved and Commissioner Joseph made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

_____
Linda Damron
Community Development Secretary

Minutes approved by Plan Commission on this April 22, 2013.

_____
Chairman

AGENDA ITEM
C-1 4-15-13

RESOLUTION NO. 2650

A RESOLUTION COMMENDING PAMELA FENNER FOR HER 20 YEARS OF SERVICE AS VILLAGE TRUSTEE

WHEREAS, Pamela Fenner was elected as Village Trustee and served in that position for 20 years from May 11, 1993 to April 30, 2013; and

WHEREAS, Pamela Fenner served as Deputy Mayor from May 14, 2007 to April 30, 2013; and

WHEREAS, Pamela Fenner has served the Village of Carol Stream and its residents extremely well, and has contributed a great many hours of her time for the welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees here publicly commend and thank Pamela Fenner on behalf of the citizens of the Village of Carol Stream for her service to the community.

PASSED AND APPROVED THIS 15th DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-2 4-15-13

RESOLUTION NO. 2651

A RESOLUTION COMMENDING ANTHONY MANZZULLO FOR HIS SERVICE TO THE VILLAGE OF CAROL STREAM

WHEREAS, Anthony Manzzullo was appointed as Treasurer of the Village of Carol Stream on December 19, 2005 and served in that position until May 7, 2007; and

WHEREAS, Anthony Manzzullo was appointed to the Plan Commission/Zoning Board of Appeals on May 7, 2007 and served as Commissioner until April 30, 2009; and

WHEREAS, Anthony Manzzullo was elected as Village Trustee and served as Trustee from May 4, 2009 to April 30, 2013; and

WHEREAS, Anthony Manzzullo has served the Village of Carol Stream and its residents extremely well, and has contributed a great many hours of his time for the welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees here publicly commend and thank Anthony Manzzullo on behalf of the citizens of the Village of Carol Stream for his service to the community.

PASSED AND APPROVED THIS 15th DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-3 4-15-13

RESOLUTION NO. 2652

RECOGNIZING DANIELLE AUSTIN 2013 MS. WHEELCHAIR ILLINOIS AMERICA

WHEREAS, the Ms. Wheelchair America advocacy organization was established in 1972 by Ohio Physician Phillip K. Wood to educate the able-bodied about the needs and achievements of the tens of millions of mobility-impaired Americans; and

WHEREAS, the recent 2013 competition crowned 25 year old Carol Stream resident Danielle Austin as the reigning Ms. Wheelchair Illinois America; and

WHEREAS, Danielle Austin is a life-long Carol Stream resident, Glenbard North High School graduate and a recent graduate of Southern Illinois University; and

WHEREAS, Danielle will compete against 30 other state titleholders at the national competition to be held in Houston, Texas this coming July; and

WHEREAS, on behalf of the entire Carol Stream community, the Village offers its unconditional support to Danielle as she reaches out to local civic organizations and community groups to share her inspirational story of growing up with cerebral palsy and overcoming the countless architectural and attitudinal barriers she has faced in her successful journey as an accomplished and proud mobility-challenged American; and

WHEREAS, the Village wishes Danielle well in her preparations for the upcoming national competition and encourages local Carol Stream organizations to support her work educating residents and the general public about Disability Awareness and the ongoing barriers that artificially limit the opportunities for growth and fulfillment of the more than 52 million Americans living with a mobility-impairment.

NOW THEREFORE BE IT RESOLVED THAT I, MAYOR FRANK SAVERINO, SR., & THE CAROL STREAM BOARD OF TRUSTEES, DUPAGE COUNTY, ILLINOIS, IN ITS HOME RULE POWERS as follows:

SECTION 1: That Danielle Austin, reigning Ms. Wheelchair Illinois is recognized for her honorable work as an ambassador and advocate for disabled Americans from all walks of life.

SECTION 2: This resolution shall be in full force and effect from and after the date of its passage and approval by law.

PASSED AND APPROVED THIS 15TH DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-4 4-15-13

PROCLAMATION

IN OBSERVANCE OF 2013 EARTH DAY

WHEREAS, the inaugural Earth Day was held on April 22, 1970 and was observed by tens of millions of Americans in an effort to bring greater awareness of the environmental hazards and public health effects of unchecked industrial pollution; and

WHEREAS, the annual observance of Earth Day throughout our nation has led to the creation of the Environmental Protection Agency, the adoption by Congress of the Clean Water Act and the Endangered Species Act, the global ban on the use of the DDT as well as the development of residential and commercial recycling programs worldwide; and

WHEREAS, the Village Board has established environmental sustainability as an operational best practice for the organization that has led to recent energy-efficiency gains, the consistent meeting of quality standards for drinking water, effluent discharge and storm water quality, the expansion of the curbside recycling program as well as the building of a network of pedestrian pathways for recreation to name a few; and

WHEREAS, since 2008, the Village has hosted an annual Earth Day Recycling events for residents and businesses and in that time has successfully recycled 50 tons of e-waste, collected 75 used bikes for donation, 100 lbs. of used clothing for resale, and 14,000 lbs. of personal documents for shredding; and

WHEREAS, residents are encouraged to observe Earth Day 2013 by attending the April 20th Recycling Collection and Farmers Market & Eco-Festival at the Ross Ferraro Town Center beginning at 9 am.

NOW, THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino, Sr. & the Village Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers does hereby observe

Earth Day on Monday, April 22, 2013

and encourages all residents to observe this 44th Annual Earth Day by acting locally in support of our environment.

PROCLAIMED THIS 15th DAY OF APRIL 2013.

_____
Frank Saverino Sr. - Mayor

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-5 4-15-13

PROCLAMATION

Designating April 15th – 21st Tornado Preparedness Week

WHEREAS, with the arrival of spring comes the increased likelihood for severe thunderstorms and possible tornadoes; and

WHEREAS, Illinois has experienced some of the worst tornadoes in our nation's history during the spring months with the March 1925 Tri-State tornado that left 695 dead and 200 injured, the April 1967 Oak Lawn tornado that left 33 dead and more than 1,000 injured and the most recent April 2004 Utica tornado that left 8 dead and dozens injured; and

WHEREAS, the spring months of April, May and June in our nation's greater Midwest region have the highest recorded tornado events averaging 25 during this 3 month period; and

WHEREAS, the **'it will never happen here or to me'** syndrome puts families and communities at risk for personal injury and loss of life during severe weather season; and

WHEREAS, the 4-tiered strategy every person, family and business needs to follow to stay safe during tornado season includes the following components:

- ✓ **KNOW** where designated severe weather shelters are located in the home and workplace.
- ✓ **PRACTICE** disaster drills in the home and workplace so family members and coworkers have sufficient time to relocate to a designated storm shelter.
- ✓ **MONITOR** severe weather forecasts using a weather radio, computer, television, AM/FM radio, cell phone, pager or when outdoors the warning sirens.
- ✓ **CARRY OUT** your preparedness plan when severe weather is imminent so you, your family and co-workers successfully relocate to a safe shelter in advance of the tornado.

WHEREAS, residents and business owners are encouraged to visit www.ProtectDuPage.org to strengthen their preparedness capabilities by downloading the American Red Cross **Tornado Safety Checklist** and by viewing the **'Tornado Ready Chicago'** video public service announcement.

NOW, THEREFORE BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE VILLAGE BOARD OF TRUSTEES, CAROL STREAM, DUPAGE COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWERS, does hereby proclaim

April 15th – 21st as Tornado Preparedness Week

in Carol Stream and encourage all residents to restock their disaster survival kit and to practice their home severe storm preparedness plan with their family members.

Proclaimed this 15th day of April 2013.

_____

Frank Saverino Sr., Mayor

ATTEST:

_____

Beth Melody, Village Clerk

AGENDA ITEM
C-6 4-15-13

PROCLAMATION

Honoring Wayne/Winfield Area Youth/Family Services on its 30th Anniversary

WHEREAS, Wayne & Winfield Area Youth/Family Services agency, otherwise known as WAYS was established in 1983 to provide needed social services to the residents of Wayne, Winfield, West Chicago, Hanover Park, Carol Stream, Bartlett, and Warrenville; and

WHEREAS, since its incorporation 30 years ago as a community-based social service agency, WAYS has evolved over the past 3 decades to expand its mission to meet the growing needs of a larger service area and a more diverse client population; and

WHEREAS, WAYS mission to enable youth, adults, and families, to grow and maintain healthy and responsible roles in community life has been a guiding force and led to the development of intervention services for area youth that includes tutoring, after-school programming, adolescent counseling, summer day camps and social skills training; and

WHEREAS, WAYS has also developed effective program offerings for both Adults and Seniors from the area to include parent effectiveness training, addictions and substance abuse counseling, family and marital therapy, computer skills training, employment support groups as well as a Senior Social Club; and

WHEREAS, over the past 15 years, WAYS has also had the vision to adopt its agency outreach to address the growing needs of residents from Spanish speaking nations by hiring multi-lingual staff with a unique understanding of the cultural barriers to full citizenship for these at-risk community members.

NOW, THEREFORE, BE IT PROCLAIMED, THAT, I, MAYOR FRANK SAVERINO, SR. AND THE CAROL STREAM BOARD OF TRUSTEES, DUPAGE COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWERS as follows:

SECTION 1: That WAYS is recognized on its 30th Anniversary as a full-service community social service agency; and

SECTION 2: The Village offers its continued support to WAYS as they work to build on their 30-year legacy of quality social service care to those in the communities they serve.

PROCLAIMED THIS 15TH DAY OF APRIL, 2013.

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-7 4-15-13

PROCLAMATION

PROCLAIMING MAY 2013 MOTORCYCLE AWARENESS MONTH

WHEREAS, safety is the highest priority for the highways and streets of our Village and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially important that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc., continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to cover 100,000 participants in Illinois in the past three years alone; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles, as well as promoting motorcycle safety, education and awareness to the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive time, money and community service to national and community charitable organizations such as Easter Seals, Make-A-Wish Foundation, Northern Illinois Food Bank, Salvation Army, and CASA Kane County; and

WHEREAS, during the month of May, all roadway users should join together in the safe sharing of roadways within the Village as well as in all other Illinois communities.

NOW, THEREFORE, I, FRANK SAVERINO, SR., MAYOR & THE CAROL STREAM BOARD OF TRUSTEES, DUPAGE COUNTY, ILLINOIS, in recognition of the efforts of A.B.A.T.E. of Illinois and the over 300,000 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, does hereby proclaim

MAY 2013 MOTORCYCLE AWARENESS MONTH

in Carol Stream and urge all motorists to join in an effort to improve safety and awareness on our roadways with motorcyclists.

PROCLAIMED THIS 15th DAY OF APRIL 2013.

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-8 4-15-13

PROCLAMATION

ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our most precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, that April 26, 2013, be known as ARBOR DAY in the Village of Carol Stream, and all citizens are called upon to celebrate Arbor Day by supporting efforts to plant trees and to protect our trees and woodlands to promote the well-being of this and future generations

Dated this 15th day of April, 2013

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

AGENDA ITEM
C-9 4-15-13

VILLAGE OF CAROL STREAM
PROPOSED BUDGET FOR FY13/14
MAY 1, 2013 - APRIL 30, 2014

NOTICE OF PUBLIC HEARING

A public hearing on the Village's proposed FY13/14 annual budget for the fiscal year beginning May 1, 2013 and ending April 30, 2014 will be held by the Mayor and Board of Trustees of the Village of Carol Stream at 8:00PM on Monday, April 15, 2013. The hearing will be held in the Board Room of the Gregory J. Bielawski Municipal Center at 500 N. Gary Ave., Carol Stream, IL 60188.

Residents attending the hearing may provide written and oral comments on any portion of the Village budget. A copy of the proposed budget is available for public inspection in the Village Clerk's office located at 500 N. Gary Ave., Carol Stream or at the Carol Stream Public Library at 616 Hiawatha Dr., Carol Stream during normal business hours. The proposed budget is also available on the Village's website at carolstream.org. Residents may also provide written comments prior to the public hearing by submitting them to Joe Breinig, Village Manager, 500 N. Gary Ave., Carol Stream, IL 60188.

As published in *The Examiner* April 3, 2013

0403

AGENDA ITEM
E|a 4-15-13

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director

THROUGH: Robert J. Glees, Community Development Director

DATE: April 10, 2013

RE: **Agenda Item for the Village Board Meeting of April 15, 2013**
PC/ZBA Case 13049, Royal Die & Stamping Company – 125 Mercedes Drive
Sign Code Variations

Royal Die & Stamping Company, which recently occupied the building at 125 Mercedes Drive, has authorized Architect Jim Rundle to apply for two Sign Code Variations that would allow a sign to be painted on a building wall near the main business entrance. As the Village Board may recall, last year Royal Die and Berlin Industries obtained the zoning approvals necessary to subdivide the single lot and building into two lots and two separate buildings. The new main entrance is located in the two-story office portion of the building, which extends off of the northeast corner of the building. This section of the building is not visible from Gary Avenue and is 550 feet off of Mercedes Drive, and so Royal Die wants to paint an approximate 680 square foot crown (the company logo) on the building wall near the entrance to call out the location of the entrance for visitors and customers.

The Sign Code specifically prohibits the painting of a sign onto a building wall, and limits wall sign area in the Industrial District to 12% of the façade area. The proposed crown would be painted directly on the building wall, and at +/- 680 square feet, would measure about 17% of the area of the façade. Royal Die believes that the remote location of the main entrance, coupled with security concerns related to visitors attempting to gain access to the building at incorrect locations, support the variation requests.

The staff report presenting the requests was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on April 5, 2013. At their April 8, 2013, meeting, by a 4-3 vote, the PC/ZBA approved the two Sign Code variations. The three PC/ZBA members who voted no on the requests did so because they felt the proposed sign would not be effective in alerting visitors and customers as to the location of the entrance.

The PC/ZBA has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the PC/ZBA within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the PC/ZBA is final.

DTB:db
c: Erik Freitag, Royal Die & Stamping Company (via e-mail)
Jim Rundle, Designhaus Architects (via e-mail)
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AGENDA ITEM
E1b 4-15-13

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director

THROUGH: Robert J. Glees, Community Development Director

DATE: April 10, 2013

RE: **Agenda Item for the Village Board Meeting of April 15, 2013**
PC/ZBA Case 13053, Lee Crossing, LLC – 600 E. North Avenue
Special Use Permit for *Restaurant with Bar Area*

Property Owner Charles Cui has submitted the necessary application and plans in support of his request for a Special Use Permit to allow a *restaurant with bar area* to operate in a 3,000 square foot tenant space recently vacated by Vietnam Bistro in The Shoppes at Carol Stream shopping plaza, located at the southeast corner of North Avenue and Schmale Road. The proposed restaurant, Pizzeria Da Nella, would offer wood-oven pizza, pasta and other Italian dishes, and would be operated by Franco Grassano. Mr. Grassano has one other location, which has been open for about one year, located in the Lincoln Park neighborhood in Chicago. Beer and wine would be offered for customers, and the restaurant would include a small bar area with seating for about ten patrons. The hours of operation would be 11 a.m. to 10 p.m. Monday through Saturday and 11 a.m. to 9 p.m. on Sunday. Because the restaurant would include a bar area, Special Use Permit approval is required. As a point of information, the operator has stated that he has no plans for installing video gaming terminals in the restaurant.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on April 5, 2013. At their April 8, 2013, meeting, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Permit for the *restaurant with bar area*, subject to the conditions in the staff report.

If the Village Board concurs with the PC/ZBA recommendation regarding the Special Use Permit for the *restaurant with bar area* for Pizzeria Da Nella, they should approve the Special Use Permit, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Charles Cui, Lee Crossing Inc. (via e-mail)

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AGENDA ITEM
G-1 4-15-13

VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

TO: Joe Breinig, Village Manager

FROM: Caryl Rebholz, Employee Relations Director

DATE: April 8, 2013

RE: **Personnel Manual Revisions**

The following are recommendations for amendment to the Village of Carol Stream Personnel Manual for implementation on 5/1/13. Please contact me if you have any questions or concerns regarding these changes.

Chapter 3 – Employment

Page 28, Section 3E: Employment Status Classifications - Pursuant to the Patient Protection and Affordable Care Act (PPACA), language has been added that full-time employment is considered 40 hours per week, except as otherwise required by law. This amendment references that under PPACA, for purposes of health insurance availability, full-time employment is defined as anyone who works an average of 30 hours per week.

Chapter 4 – Compensation

Page 34, Section 4C: Special Assignment Pay – This amendment eliminates language referring to Police Sergeants due to the fact that compensation and benefits of Police Sergeants are now subject to collective bargaining.

Page 38, Section 4F: Compensatory Time – The elimination of this section is recommended. With the elimination and/or re-defining of positions over the years, this language currently allows for a benefit of only 2 positions within the Village. Upon evaluation, this benefit is very infrequently used (last time in 2008) and is not necessary.

Chapter 5 – Leave Policies

Page 44, Section 5B: Sick Leave – For consistency as well as administrative ease, it is recommended to allow the authorization of temporary special duty assignments to be determined at the Department Head rather than the Village Manager with specific requirements for evaluation and tracking purposes.

Chapter 6 – Group Benefits

Page 53, Section 6A: Health Insurance – As required under the Patient Protection and Affordabile Care Act, language has been added to include any employee working an

average of 30 hours per week or more having access to the Village's health insurance program. As also required in the law, the determination of average hours will be made using a set "look-back period" each year, as well as a set "stability period" (period of time that those who were eligible, but did not receive the option of insurance will be offered insurance going forward). These periods can be determined by the employer as anywhere from 3-12 months, and must be the same in duration. Upon evaluation, 12 months is recommended.

It is important to note that at this time, the Village does not employ any 30-39 hour per week employees who did not already have access to the Village's health insurance programs, and as such, this particular change in the law has no additional economic impact.

Appendix A & B

Due to the elimination and creation of jobs over the past several years, this amendment is simply a clean-up of the language.

VILLAGE OF CAROL STREAM

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Personnel Manual

Last Revised May 2013

VILLAGE OF CAROL STREAM
PERSONNEL MANUAL
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IMPORTANT NOTICE ABOUT THESE POLICIES

This handbook contains some of the Village's general policies which may affect your employment with the Village. The Village retains the right to modify, amend, or delete the guidelines, work rules, policies, benefits, privileges, and programs which are contained within this handbook without notice at any time, other than as stated in this notice. Additionally, in certain circumstances, the Village may take action which differs from these policies or other written policies distributed at another time. These policies should not be regarded as, and are not in fact, promises to provide specific terms and conditions of employment. Only the Village Manager or his designee has the final authority to interpret any Village guideline, policy, or benefit.

This handbook does not, in any way, constitute an express or implied employment contract, an agreement for continued employment, or an agreement for employment for a specific period of time between the Village and any employee. Your employment with the Village is that of "employment at will." That is, employment may be terminated at any time by either you or the Village, with or without cause, and with or without notice. Regardless of any other revisions or deletions to this handbook, employment will continue to be "at will." No employee or other Village representative is authorized to make any agreement which would change the "at will" status of any employee, other than the Village Manager or his designee, who may only do so in writing with his signature. Each individual's employment and compensation with the Village is for no definite period of time.

To the extent any state's laws differ from or restrict any of the items included in the guidelines, the Village will comply with all applicable laws.

This handbook supersedes all previous handbooks or policies.

THIS PERSONNEL MANUAL

This manual has been prepared to assist the employees of the Village in carrying out their duties and responsibilities. In addition to this manual are general administrative directives and procedures that may define the application of the policies in this Personnel Manual. They are issued by the Village Manager's Office and are available in each Department. Additionally, operational rules are set forth here in departmental procedures and regulations. These documents are not intended to cover every aspect of the Village operation; rather, it is hoped they will serve as a means of enabling each employee of the Village to gain a better understanding of the role of Village employees and their responsibilities to the Village and its residents. The success of the Village is measured largely in terms of the support and operation of the citizens and customers it serves. It is essential that all employees of the Village work toward the objective of providing quality service.

In addition to this manual, Village employees are required to familiarize themselves with the Loss Control Manual, departmental policies and procedures, and any other handbooks or regulations that form the basis of their departmental operations. Nothing in these various manuals precludes the establishment of written departmental rules and regulations setting forth internal operational policies and procedures for the department's work force.

The rules outlined here may, from time to time, be amended by the Village Board or revised to meet changing conditions. In the event of any conflict among the terms and provisions of this Personnel Manual, the procedures manuals and any other department rule, policy, procedure or regulation, the Village Manager or his designee reserve the sole discretion to resolve such matters. All employees of the Village are encouraged to provide suggestions and ideas that will make this manual more relevant and useful.

Within ten (10) days of the issuance of this manual, it shall be the duty of every employee to become familiar with the rules dealing specifically and generally with the duties of the employee's position. Within thirty, (30) days of its issuance every employee will become familiar with all provisions of this manual. Failure by any employee to comply with these provisions will be deemed neglect of duty and may result in that employee being subject to disciplinary action.

The Personnel Rules and Regulations adopted by the Village Board of Trustees apply to all elected and appointed officers and employees of the Village except members of citizens' Boards and Commissions, volunteer personnel, and persons appointed to serve without pay, consultants and counsel rendering professional service. If a matter is not covered within the Personnel Rules and Regulations adopted by the Board, that matter shall be governed by the general provisions of Illinois law governing the power of municipal governments to deal with its officers and employees. Hereafter in this Code persons affected by its provisions are generally referred to as "employees". Such provisions apply to all persons whose work with the Village is covered by this code as provided above.

For sworn police employees, the provisions of this manual apply when not inconsistent or contrary to the provisions in the Rules and Regulations of the Board of Fire and Police Commissioners.

For employees covered by a separate collective bargaining agreement, the provisions of that agreement apply in the event of conflict with provisions of the Personnel Manual.

Notes:

1. In this manual, 1 day shall be equal to 8 hours unless otherwise specified within a particular policy.

2. The pronouns, "he, him, or his" shall refer to both male and female employees equally.

3. References in this Manual to an employee's spouse shall be construed to include the employee's partner in a civil union to the full extent required by State of Federal law.

CHAPTER 1 – GENERAL POLICIES

DECLARATION OF POLICY:
The General Personnel Policies of the Village of Carol Stream are explained in (Ordinance No. 448, an Ordinance Amending Section 2-100 To Be Known as) "Administrator's Role in Creation of Personnel System." The policy of the Village is that:

> "it is the intent of the corporate authorities of the Village of Carol Stream that employment in the Village shall be administered in a manner free of personal political considerations. Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in operation of the municipal government. Positions shall be classified and compensated on a rational basis. Appointments and promotions, where possible, shall be based on systematic tests and evaluations. Every effort shall be made to stimulate high morale by fair administration and consideration of the rights and interest of the persons affected and consistent with the best interests of the public and the Village."

MANAGEMENT RIGHTS:
The Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the issuance of this manual. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public.

2. To plan, direct, control and determine the means and places of operations or services to be conducted by employees of the Village.

3. To determine the places, methods, means and number of personnel needed to carry out the Village mission.

4. To schedule and assign work.

5. To direct the working forces.

6. To require and assign overtime.

7. To hire and assign or to transfer employees within the Village organization.

8. To promote, suspend, discipline or discharge.

9. To lay-off or relieve employees due to lack of work, funds or for other legitimate reasons.

10. To make, publish and enforce rules and regulations.

11. To introduce new or improved methods, equipment or facilities.

12. To contract out for goods and services.

13. To establish work, productivity and performance standards.

14. To take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency as may be declared by the Mayor or the Village Manager. It is the sole discretion of the Mayor or the Village Manager to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, strikes, tornado conditions, floods or other similar catastrophes.

15. The Mayor and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be allocated thereto.

1C. CHAIN OF COMMAND:

It is the policy of the Village of Carol Stream to follow the chain of command in all administrative actions. The chain of command may only be set aside in cases of extreme emergency, discriminatory harassment (Chapter 1, Section E), workplace violence (Chapter 1, Section O), or most unusual circumstances. Administrative orders will flow from the Village Manager to the department head to the supervisor to the employee.

Employee requests, comments, suggestions, grievances or recommendations will flow from the employee to the supervisor to the department head and ultimately to the Village Manager when appropriate. The department heads will be expected to work with the Employee Relations Director concerning any personnel matter in their departments.

Respect for the chain of command must not be used to unnecessarily hinder normal interaction of departments toward the achievement of the primary mission of the Village government to provide good service to the present and future residents and customers of the Village of Carol Stream.

1D. POLITICAL ACTIVITY:

No employee of the Village of Carol Stream shall serve as an elected official of the Village, other than if specifically allowed by law. Any employee who wishes to serve as an elected official shall be required to take a leave of absence without pay upon formal declaration or other evidence of candidacy.

Employees granted leaves of absence shall be aware that all positions in the Village are subject to elimination by re-organization or due to funding constraints. As such, absolute assurances of re-instatement cannot be given.

An employee shall resign from employment with the Village upon appointment or acceptance of an elected office within the Village of Carol Stream. No political activity, including soliciting or campaigning, may occur during working hours.

1E. DISCRIMINATORY WORKPLACE HARASSMENT:

Purpose: The purpose of this Policy is to establish The Village's commitment to strive to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment.

It is critical that all employees treat all other employees with dignity and respect. It is the responsibility of each and every employee, supervisor and department head to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior that impacts the workplace, or has the potential to impact the workplace will **not** be tolerated.

Policy: Harassment of an applicant, contractor, business invitee, customer or employee by any employee on the basis of race, religion, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, gender, age, or other protected characteristic violates this policy and may be in violation of State and/or Federal law and will not be tolerated by the Village of Carol Stream. Likewise, harassment by a Village guest will also be handled under this policy.

Employees found to be participating in any form of job based harassment or retaliating against another employee or Village guest shall be subject to disciplinary action up to and including termination.

Definitions: For the purpose of clarification, harassment in violation of this policy includes but is not limited to the following behaviors:

1. **Verbal Harassment** – Nicknames, derogatory comments, slurs, propositioning, or otherwise offensive words, comments or gestures on the basis of race, status, pregnancy, sexual orientation, gender, age, or other protected characteristic, whether made in general or directed to an individual regardless of whether the behavior was intended to harass. This includes but is not limited to persistent unwelcome flirting, pressure for dates, inappropriate sexually related comments, sexual rumors, jokes, code words and stories.
2. **Physical Harassment** – Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement. This includes but is not limited to uninvited and/or unwanted

touching, pinching, patting, grabbing, inappropriate behavior in any area of the Village, or making explicit or implied threats or promises in return for submission to physical acts.

3. **Visual Forms of Harassment** – Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures.
4. **Sexual Harassment** – Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Complaint Procedure: The Village intends to investigate and resolve any form of discriminatory workplace harassment, sexual harassment or retaliation. To further that end, the following procedure has been instituted for making complaints about conduct in violation of this Policy.

1. All employees are expected to report any suspected harassment (including witnessing suspected harassment of others) by another employee or Village guest to their immediate supervisor, Assistant Village Manager or Employee Relations Director, except where such individuals are the one(s) accused of harassment. In such case(s), the complaint should be reported to the Village Manager. The report may be made initially either orally or in writing, but the Village will seek to document all oral reports before an investigation can be initiated.
2. The Manager informed of the complaint will notify the Employee Relations Department within 24 hours. An investigation of the suspected harassment will be initiated at the direction of the Employee Relations Department, generally within five (5) working days of notification. If necessary, additional supervisory or management personnel will assist in the investigation. The investigation will include an interview with the person(s) who made the initial report and the person(s) toward whom the suspected harassment was directed. Any other person who may have information regarding the alleged harassment may also be interviewed.
3. The individual conducting the investigation is responsible for preparing a written report within ten (10) working days of his notification of the suspected harassment unless extenuating circumstances prevent him from doing so. The report shall include a finding that harassment occurred, harassment did not occur, or there is inconclusive evidence as to whether harassment occurred.
4. Every effort shall be made to keep all matters related to the investigation and various reports as confidential as possible.

Legal Rights Under the Law: Any employee who believes he has been subjected to discriminatory harassment has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6200 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713. The Illinois Human Act provides that complaints harassment must be filed within 180 days of the alleged incident. A complaint with the EEOC must be filed within 300 days of the alleged incident.

Retaliation: It is a violation of State and Federal Law to retaliate against a person because he has opposed that which he reasonably and in good faith believes to be unlawful discrimination, harassment because he has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

Any employee who believes he has experienced or witnessed retaliation should report such conduct immediately to his immediate supervisor, the Assistant Village Manager, or Employee Relations Director except where such persons are the ones accused of retaliation. In such case, the complaint should be reported to the Village Manager. The procedures in this policy will also apply to complaints of retaliation.

1F. SAFETY

Purpose: To establish Village policy concerning effective loss prevention, and to maximize efficiency by maintaining a safe environment for Village employees, as well as the general public.

To emphasize that effective loss prevention is an integral part of management procedures designed to fully utilize the Village's capital and personnel ensuring maximum use of each tax dollar available.

Continued emphasis on loss prevention techniques, the refinement of work procedures, and safe working conditions has been shown to significantly reduce injuries, property damage and work interruption. Every employee is expected to support and cooperate with the Village's loss prevention program.

Safety adherence and performance will be considered an important measure of supervisory and employee performance evaluations at the Village of Carol Stream.

To control accidents as much as possible through careful planning.

To express to all, that the most efficient and the only acceptable way to perform tasks is the safe way.

Policy: It is the policy of the Village of Carol Stream that all employees, make safety a matter of continuing concern, equal in importance with all other operational considerations.

Reporting procedures: Any accident must be reported to the immediate supervisor, even if no injury is apparent, immediately, but no later than two hours after the accident and while still at work unless emergency medical treatment prevents him from doing so. Failure to promptly report a workplace accident may lead to discipline. *See Chapter 2, Section D - Reports of Injury and the Loss Control Manual* issued to each employee must be read and followed.

1G. OUTSIDE EMPLOYMENT

Purpose: The Village reserves the right to deny outside employment in an effort to assure that the employee's primary efforts can be fully devoted to the Village of Carol Stream, avoiding any conflicts, between the private interest of the employee and the employee's official responsibilities.

Policy: Regular employees of the Village may not be employed in any other capacity without the prior approval of the Department Head and Village Manager. Outside work is defined as any gainful employment other than the performance of official duties including, but not limited to, self-employment, working for another, employment in the management, operation or direction of a private business for profit, including, any direct or indirect financial interest in any such business. Employees wishing to hold outside jobs must apply in writing to their department head for approval using the "outside employment" form.

Outside work will be approved if it does not prevent employees from devoting their primary efforts to the accomplishment of their work for the Village or tend to create conflict between the private interests of the employee and the employee's official responsibility.
An employee shall not be approved to and shall not perform outside work:

- Which will interrupt, interfere with, or suspend the employees' activities during any regularly scheduled work period.
- Which is of such nature that it may be reasonably construed by the public to be the official act of the Village or Department thereof.
- Which involves the use of Village facilities, equipment and supplies except as specifically permitted by the Village Manager.
- Which involves the use of official information not available to the public.
- Which might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.

While an employee will not be refused authorization to perform outside work solely because the work is of the same general nature as the work the employee performs for the Village, no employee may perform outside work:

- If the work is such that the employee would be expected to do it as part of his regular duties.

- If the work requires approval or review by the municipal department in which the employee is employed.

- If the outside employment interferes with the Village of Carol Stream job effectiveness including preventing response to emergency calls.

- If the work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.

All requests for outside employment whether approved or disapproved, shall be forwarded to the Employee Relations Department to be placed in the employee's Personnel File.

Any violation of the regulations governing outside employment by an employee may result in termination or other disciplinary action.

1H. MEDICALLY RESTRICTED EMPLOYEES

Purpose: The Village of Carol Stream strives to maintain a safe work environment for all employees, as well as providing support for individual employees who may be temporarily or permanently disabled.

The purpose of this policy is to support the physical and emotional health of all employees, while continuing to provide expected levels of service to the Village. In addition, this policy demonstrates the Village's continued commitment to state and federal guidelines, including the Americans with Disabilities Act, protecting disabled individuals by not discriminating against individuals on the basis of their handicaps.

As long as employees are able to meet acceptable performance standards, and medical evidence indicates that their condition is not a threat to themselves or others, employees should be assured that their employment will not be diminished because of a medical condition unrelated to the employees' ability to perform his job duties.

If an employee is unable to work, then he may be eligible for health and disability benefits as specified under health insurance and pension plan documents.

The Village reserves the right to appoint a physician to examine an employee with a medical condition that may affect the employees' ability to work, to determine if this individual is able to work and imposes no threat to himself or to others.

The policy and procedures outlined herein apply to all temporary or permanent disabilities and do not change any existing medical benefits or policies covering sickness or disability.

Policy:

1. ***Special Assistance Available*** - To help all employees understand and deal with problems that may arise from life-threatening illnesses, including AIDS, the Employee Relations Director will:

a) help obtain information relating to questions about these diseases;
b) assist in referring employees to proper medical resources, agencies and organizations that provide tests, treatment, assistance and support;
c) discuss assistance and benefits;
d) consult with the employee along with his Department Head or supervisor about any concerns regarding work related issues;
e) If appropriate, circulate information available on health related subjects to properly inform employees; and coordinate seminars or other programs for co-workers and departments related to various life-threatening illnesses.

All employees are encouraged to use the Employee Relations Director as a resource person as needs arise.

2. ***Confidentiality***

In every instance, the Employee Relations Director will take every precaution to see that information about an employee's private health information is kept confidential. Department Heads and Supervisors should also recognize that medical information is personal and confidential and take all reasonable steps to assure confidentiality.

3. ***Work Limitation to be Reported***

When an employee learns that he is not able to safely or adequately perform his job due to any health condition, he must notify the Village following the procedures outlined in *Chapter 5, Section B, Sick Leave*. Employees are encouraged to contact the Employee Relations Director for assistance in coordinating applicable benefits and policies affecting an employee facing a life-threatening illness. At any time the Village may request any employee to undergo an immediate physical exam, at the expense of the Village.

Accommodating special work restrictions for an employee with a life threatening illness may be reviewed and considered at the discretion of the Village Manager in accordance with applicable laws and regulations.

4. ***Understanding***

Employees are asked to be sensitive to the needs of a critically-ill co-worker. Continued employment may be beneficial for an employee who is seriously ill but

can otherwise fulfill the duties of his position, both for personal and financial reasons.

5. ***Employment Ties to Performance***

As long as an employee is able to perform his job properly and meets the standards set for performance, and as long as medical evidence shows that continued employment does not endanger either the individual, the public or co-workers, an employee with a life threatening illness may continue working. Because life-threatening illnesses may take many years to seriously affect a person's functional abilities, he may be able to work for a long time without any restrictions or problems. These employees are entitled to the same working conditions as others and will receive coverage, where eligible, under our various support and benefit programs. However, if the employee is unable to perform the essential duties of the position at a standard level of performance on a consistent basis or if the employee could endanger himself or others, the employment relationship must be evaluated. In no case will an employee with a life threatening illness be automatically or summarily discharged because of the life threatening illness.

For additional information see *Chapter 5, Section B - Sick Leave, Chapter 5, Section J - Special Leave, and Chapter 6, Group Benefits*.

Legal Rights Under the Law: Any employee who believes he has been subjected to discrimination based on disability has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6200 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713.

II. EMPLOYEE ASSOCIATIONS AND AFFILIATIONS

The Village of Carol Stream recognizes that employees may join a labor or employee association, although such membership shall be optional.

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Municipal officials, management and confidential employees and any other employee as specified by Illinois Statute are excluded from representation by labor organizations and may not be a member of an employee negotiating or grievance committee.

1J. SOLICITATION OR DISTRIBUTION OF PRINTED MATERIALS

Soliciting by employees for any purpose is prohibited during the working time of the employee who is soliciting and the employee being solicited. This shall include canvassing, collection of funds, pledges, circulations of petitions, solicitation of members, or any similar activity. "Working Time" means the time when the employee actually is scheduled to work, as opposed to his meal time, breaks, and before and after work.

Solicitation and distribution by non-employees are prohibited at all times on Village property not frequented by the general public.

Employees and non-employees are prohibited from posting non-work related materials or literature that have not been approved by the appropriate Department Head on Village owned bulletin boards.

1K. PERSONAL USE OF VILLAGE EQUIPMENT

Purpose: To maintain all Village owned items for the sole purpose of official Village business, not for personal use.

Policy: Village equipment, supplies, tools or vehicles shall not be used for an employee's unauthorized personal use. *See Chapter 1, Section L - Village Vehicle Usage* for more information.

Telephones may be used for limited personal purposes, within reason as determined by the employee's department head, however this is a privilege and not a right. If phone use causes work interference or becomes excessive, the Department Head may restrict phone use. Any personal long distance call must be approved and shall be at the individual employee's expense.

1L. WORKPLACE SEARCH

Purpose: The purpose of this procedure is ensure that all employees understand the Village's legal right to search any and all property owned by the Village of Carol Stream.

Policy: Although desks, file cabinets, lockers, vehicles, offices and other storage devices are provided for the use and/or convenience of employees, they remain the sole property of the Village. Accordingly, they and any articles found within them may be inspected by the immediate supervisor or other authorized Village representative at any time. While the Village will ordinarily attempt to make such inspections with the employee's consent or in the employee's presence, the Village has the right to conduct such inspections without prior consent or notice. Inspections shall be conducted with as much privacy as possible.

1M. ACCEPTANCE OF GIFTS OR GRATUITIES

Purpose: The purpose of this procedure is to protect the integrity of the employee and the Village by avoiding situations, which could make the employee obligated to a supplier or contractor, or could be misinterpreted or cause suspicion to be cast upon the Village.

Policy: All employees shall avoid accepting gratuities. A gratuity shall be any gift, discount, or benefit which is granted to the employee and is not available to the general public. Under this policy, no employee shall accept a gratuity, unless the gift is non-repetitive and of value less than $10.00 and is intended as advertisement of a vendor's product. Entertainment received from vendors shall be restricted to "coffee" or an occasional meal or similar activity. Acceptance of small quantities of food may also be allowed for consumption, on the premises by

all employees. Any violation of this policy is subject to the discipline procedure and may lead to termination.

1N. VILLAGE VEHICLE USAGE

Purpose: To assure the safety of vehicle operators and the public, as well as to promote proper care and efficient operation of these vehicles.

Policy-General Use: General use: All Village vehicles shall be driven in a safe courteous manner by drivers over the age of eighteen who must posses a valid Illinois drivers license. No one may operate a Village vehicle while impaired due to intoxication, or because of the impairment of drugs (prescribed or otherwise). Village owned vehicles are to be used for conducting official Village business. Personal use of Village vehicles is prohibited with the few exceptions described below.

The driver of a Village vehicle is responsible at all times for not only the safe operation of the vehicle, but also for the safe and lawful condition of the vehicle itself. All drivers must do regular safety checks as defined within their department. Any vehicle faults shall be reported immediately for the issuance of a work order for repair.

Vehicles shall be kept neat inside and outside. Windows and doors shall be closed and locked when not in use. Every precaution must be taken to prevent debris from being blown or falling off of trucks, as well as being discarded by vehicle occupants.

All front seat occupants must wear seat belts. All other laws and regulations must be obeyed. Village employees shall not be accorded any preference by Village or other law enforcement officers. Violations of traffic laws by a Village employee while driving a Village vehicle are subject to review for disciplinary action in addition to normal law enforcement procedures.

No passengers shall be transported in a Village vehicle except when transporting passengers is necessary for conducting official duties.

Vehicles may be used for attending professional and/or governmental association meetings and other meetings, which directly benefit the Village of Carol Stream.

1. Policy-Assigned Vehicles:

The Village Manager may assign some Village personnel a Village vehicle. A Department Head may recommend that an employee take a vehicle home overnight on a temporary basis if the needs of the Village so dictate. The Village Manager shall be the SOLE person to authorize a vehicle for overnight use.

Vehicles assigned by the Village Manager may be used by the employee for transportation to and from work, for non-recurring personal errands on the way to

or from work (provided these errands are within a reasonable distance on a reasonably direct route between home and work) and may transport other Village employees as long as a reasonably direct route between home and work is maintained.

10. HOURS OF WORK, REPORTING SICK AND TIME CARDS

Purpose: To ensure proper payment to employees while ensuring compliance with rules and regulations of the Village, State and Federal Agencies.

Hours of Work: In general the standard working hours are 8 a.m. to 5:00 p.m. Monday through Friday with a one hour unpaid lunch. The Village may from time to time need to restructure the normal workday or workweek for the purpose of promoting the efficiency of municipal government and to meet customer needs.

Flexible work hours/days for non-union employees may be scheduled as long as office operations, service, and availability to the public are not compromised. In addition, because of seasonal or specific departmental responsibilities, these hours and days of work including different tours of duty may be adjusted. At a minimum, Village offices will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, with all "normal" services being offered. The Village Manager must approve any permanent changes in work hours or days.

Department Heads are authorized to establish reasonable lunch and rest periods during each workday. Lunch periods may not be scheduled at the beginning or end of the workday and shall normally be scheduled after the third and before the sixth hour of the workday. The granting of rest periods and the determination of their length and time is discretionary by the department head. These shall be determined by considering departmental operations while complying with applicable state and federal regulations.

Flexible work hours/days must:

1) Comply with the Federal and State wage and labor laws.
2) Not sacrifice the quality or quantity of services offered to the public. Necessary coverage will be maintained without overburdening other employees.
3) Not interfere with supervision or essential interaction with other staff.
4) Not necessitate overtime hours or call back pay.

Changes in time that are associated with daylight savings time shall not alter the normal shifts for those employees working shifts and shall be treated as a normal eight hour working shift.

Reporting Sick: Those employees unable to report for work due to illness or other emergency shall follow departmental procedures for reporting this. In general employees are asked to phone their direct supervisor as early as possible or at a minimum within

30 minutes of their starting time.

Employees will receive instructions regarding calling in sick including whom to call, what number to call and what time to call. Employees who find they are unable to report for work shall follow the procedures established within their department. If no Departmental procedure exists the employee must provide notification within 30 minutes of their pre-arranged starting time.

Time Cards: Department Heads shall provide a time card to each employee for daily recording of working hours including overtime. They shall also be responsible for confirming that hours worked by each employee are accurate. A time card for each employee shall be submitted to the Finance Department as required.

The employee shall sign the time card indicating that the daily hours recorded are reported correctly. Time cards must be signed and submitted for each pay period by the dates announced by the Finance Department. Time cards shall include each day worked, hours worked, any occurrences of absences and the type of absence.

1P. DRUG-FREE WORKPLACE

Purpose: The Village of Carol Stream prohibits the unlawful manufacture, distribution, possession, or use of a controlled substance in the workplace and worksites.

It is the goal of The Village of Carol Stream to provide a safe work environment and a healthy, productive workforce as well as to maintain compliance with the Federal Drug Free Workplace Act. On- going compliance with the drug free workplace policy is required by all affected employees.

Policy: In establishing a drug-free workplace, it is the Village policy that there will be ongoing drug education about the dangers of drug use and drug use in the workplace. The Village of Carol Stream will assist an employee in utilizing the Employee Assistance Program, if an employee seeks such assistance prior to any misconduct in conjunction with drug abuse. The EAP personnel are qualified professionals who will make confidential assessment and referral for services and treatment for substance abuse and personal problems. The EAP personnel will see employees who are self-referrals for substance abuse and personal problems affecting them, their dependents, and their work performance.

Each employee or job applicant engaged in the direct or indirect performance of a federal contract shall as a condition of employment, be given a copy of this statement and an employment letter stating that the employee agrees to abide by the terms of this drug-free workplace policy statement by signing a copy of the letter and returning it to the Employee Relations Director within ten (10) days of

receipt. Failure to comply with the policy provision will result in termination, or in the case of a job applicant, consideration for employment withdrawn.

An employee convicted of any drug statute violation occurring in the workplace shall notify the Village within five (5) days after the conviction. The Village will notify the contracting agency within ten (10) days of receiving such notice from the employee or other actual notice of conviction.

Any employee who violates this prohibition may be subject to disciplinary action, including termination.

Additional information regarding the Village of Carol Stream's Drug and Alcohol policy may be obtained through the Employee Relations Department.

1Q. POLICY AGAINST WORKPLACE VIOLENCE

Purpose: It is the objective of the Village of Carol Stream to ensure the safety and well being of our workforce. Therefore the Village has established this policy for any violent acts or threats towards any Village employee.

Policy: Violence or the threat of violence whether direct or implied, by or against any employee of the Village of Carol Stream is unacceptable and will subject the perpetrator to serious disciplinary action and possible criminal charges.

Reporting Procedures: An employee who becomes aware of any threat of workplace violence shall contact either the immediate supervisor or the Employee Relations Director; however, no person shall be required to make a complaint to the person against who the complaint is lodged. The Department Head is responsible to ensure that reports of all incidents known in their department are reported to them and then to the Employee Relations Director. Incidents will be reported to the Village Manager's Office by the Employee Relations Director or by the Department Head if the Employee Relations Director is unavailable. All incidents will be investigated promptly by the Village and will result in appropriate action being taken.

1R. VICTIMS' ECONOMIC SECURITY & SAFETY LEAVE (VESSA)

Purpose: To provide employees with leave benefits, when needed, in accordance with the Victims' Economic Security and Safety Act effective August 25, 2003.
***Policy*:** Any employee who has been subjected to domestic or sexual violence shall be provided leave during work hours for any of the following:

To seek medical attention for, or recover from, physical or psychological injuries;

To obtain services from victim service organizations;

To obtain psychological or other counseling;

To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase safety from future domestic or sexual violence;

To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.

Employees may also take such leave to help a family/household member who is a victim of domestic or sexual violence.

Qualifying employees must notify the Employee Relations Director as soon as possible when requesting time off. While verification is required, the Employee Relations Director will take every precaution to see that all information is kept as confidential as possible. Verification will consist of:

A sworn statement by the employee; **and**
Documentation from an agent of victim services, an attorney, or other professional from whom the employee or their family/household member has sought assistance
or
A police or court record
or
Other corroborating evidence

Employees are entitled to a maximum of 12 weeks unpaid leave during any 12-month period, provided, where practicable, notice has been given at least 48 hours in advance. Employees may also elect to substitute sick leave, paid personal days, or vacation *if applicable*. This leave is not intended to confer a right to leave beyond the twelve weeks of FMLA. Where applicable, FMLA time will run concurrently with VESSA leave.
Employees who take leave under this policy are entitled to be restored to the same or equivalent position upon their return that the employee would have if he had been actively at work, however; seniority and other benefits will not continue to accrue during any unpaid leave. Employees are also entitled to continued health insurance on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the Village shall recover any and all premium contributions provided by the Village during the leave period.
This policy is intended to be an overview of the VESSA and its key features. To the extent that this policy could be read inconsistently with the VESSA, the Act and its Rules shall supersede. Further details about the Victims' Employment Security and Safety Act are available from the Employee Relations Director.

CHAPTER 2 - GENERAL RULES AND REGULATIONS

2A. RESTRICTED SMOKING AREA POLICY

Purpose: Smoking is only permitted in "Designated Smoking Areas" as outlined below and is prohibited in all other areas of Carol Stream Village facilities.

Definition: Smoking is defined as a lighted cigar, cigarette, pipe or any other lit product.

Policy: Indoor smoking is prohibited at all Village owned facilities open to the general public. These facilities include the Village Hall, The Public Works Center Administration Building and the Water Reclamation Center Administration Building. Outdoor smoking is further prohibited at the main entrances to these facilities and at the northeast Police entrance to the Gregory J. Bielawski Municipal Center. Designated smoking areas for these facilities shall be located outside the buildings in areas in accordance with State and Federal law and as designated by the Village Manager.

2B. EMPLOYEE'S RESPONSIBILITY TO INFORM THE VILLAGE

It is the responsibility of each Village of Carol Stream employee to report all changes in name, address, telephone number, marital status, dependents, next of kin and beneficiaries to his immediate supervisor who shall forward the information to the Employee Relations Department for the official record to ensure the accuracy of the employee's record and benefit status. This information should be submitted within one week of the change.

Any employee required to operate a motor vehicle, whose drivers license is suspended, revoked or for other reasons is no longer valid, must report this immediately to his supervisor and will not be allowed to operate any Village motor vehicle. *See Chapter 2, Section C - Driver's License.*

Any employee who normally operates any Village equipment, including motor vehicles who is using a drug, either prescription or non-prescription, during the workday which could impair work performance, must notify his immediate supervisor.

Convictions relating to any drug statute must be reported within 5 days after the conviction. *See Chapter 1, Section N - Drug Free Workplace.*

Any condition relating to the health of the employee, which affects an employee's work performance, preventing standard essential job performance must be reported.

Any employee who becomes aware of either a direct or indirect threat of violence or an act of violence against or from any employee must report the incident immediately to their supervisor.

Any employee who has obtained a court order of protection or any other type of restraining order against another person should notify their Department Head as a safety measure. The Department Head will notify the Employee Relations Director.

See Chapter 1, Section O Workplace Violence.

Any workplace accident, regardless of severity, should be reported to the employee's immediate supervisor no later than 2 hours after the accident and while still at work. Adverse consequences to the work environment which result from an employee's failure or refusal to inform the Village as provided above may result in the employee's discipline up to and including discharge.

2C. DRIVER'S LICENSE

To operate any Village vehicle, employees must possess a valid Illinois driver's license for the appropriate vehicle classification required by law or as defined in the job description.

In the event that an employee's driver's license should become invalid, the employee must immediately notify the supervisor. Failure to report loss of driving privilege shall be cause for disciplinary action. No person may operate a Village Vehicle without the proper license.

The Village may from time to time verify the validity of employees' driver's licenses.

2D. REPORTS OF INJURY

Employees who are injured while on duty for the Village must make a report of such injury to their immediate supervisor as soon as possible, but no later than 2 hours after the original incident, and while still at work unless emergency medical care prevents him from doing so.

For all injuries, including those not requiring medical attention, supervisors will notify the Department Head, complete the appropriate Worker's Compensation forms and forward all information to the Employee Relations Office within twenty-four hours.

If an employee is injured to the extent requiring medical attention, he shall be taken immediately to the appropriate medical facility as specified by the Village. In the event the facility physician selected by the Village is not available, the injured employee may be taken to Central DuPage Hospital Emergency Room for treatment. Department Heads shall be responsible for notifying the Village Manager of all injuries reported by employees under their supervision. For more information also refer to the *Loss Control Manual*.

2E. CONFIDENTIAL INFORMATION

Employees who have access to confidential information through the performance of their job duties are to maintain the confidentiality of such information unless the performance of their official duties requires the information to be disclosed.

Confidential information is to be used only in connection with the legitimate functions of an employee's job duties. Otherwise, the release of confidential information shall occur only with proper authorization. If contacted personally about confidential information, the employee should direct the inquiring party to the supervisor or the Department Head. Failure to comply with this policy may result in disciplinary action including discharge.

2F. APPEARANCE

Employees are expected to be well groomed and dressed in a manner which is suitable to their responsibilities and position. For those employees issued uniforms, or equipment, unauthorized additions to these will not be permitted. Any employee reporting to work dressed and/or groomed in such a way as to be disruptive to routine business or who presents a safety hazard, to himself and/or others, will be required to return home without pay to change into more appropriate attire.

CHAPTER 3 - EMPLOYMENT

3A. EQUAL EMPLOYMENT POLICY

It is the policy and intent of the Village of Carol Stream to provide equality of opportunity to all persons. No unlawful discrimination for job selections, job assignments, or promotions, not related to a bona fide occupational qualification, shall be exercised in any manner by any Village official, agent or employee against or in favor of any applicant or employee because of political or religious opinion or affiliations, or race, creed, color, national origin, sex, age, ancestry, marital status, sexual preference, unfavorable discharge from military service, physical or mental disability in accordance with applicable Federal and State laws, or other characteristics protected by law. This applies to full or part-time employment, as well as temporary.

Anyone who feels discriminated against because of any of the foregoing reasons may file a complaint with the *Employee Relations Director,* who is in charge of compliance with *EEO policies*.

3B. NON-DISCRIMINATION

An applicant or employee shall be considered for employment, transfer or promotion, only on the basis of his qualifications as required by the position he seeks or holds, relative to experience, training, fitness to perform the primary duties, abilities, skills, knowledge, personal character, and integrity as a proper representative of the Village of Carol Stream.

3C. CITIZENSHIP AND RESIDENCE

All employees of the Village of Carol Stream hired after November 6, 1986 must be citizens of the United States or be an alien authorized to work in the United States under the provisions of the Federal Immigration Reform and Control Act. All new employees will be required to submit documents to the Village which establish both the employee's identity and eligibility to work in the United States as required by law.

Although Village employees are encouraged to reside in Carol Stream, residency within the Village or at any specific distance from the Village is not a pre-requisite for initial or continued employment unless specifically required in a job description or as specified by the Village Board or as required by the Village Manager for Executive positions.

3D. PROHIBITION OF EMPLOYMENT OF RELATIVES

For purposes of this section, "relatives" shall mean any person related to a Village officer or employee by blood, marriage or adoption and shall include, but not be limited to: *spouse*, father, mother, stepfather, stepmother, daughter, son, sister, brother, grandmother, grandfather, half brother, half-sister, in-laws or any person residing in the same household of an elected or appointed Village officer or employee.

Relatives of any elected or appointed Village officers or employees are disqualified from holding any compensated, appointed office or employment within the Village government during the term for which such officer or employee is active within Village government, unless the Village Manager shall, following the recommendations of the Department Head, determine that the best interest of the Village shall be served by such employment. Such determination shall be based upon factors including, but not limited to, the unique nature of the position's job requirements, the availability of other qualified candidates for the position, the potential for contact between the applicant and his relative while working for the Village, the potential for undue influence arising from such contact, and the potential for avoiding such contact or influence without adversely affecting the Village's efficiency of operation.

In the event that the status (relationship or employment) of two employees of the Village of Carol Stream changes at any time after their initial employment, and such change results in one relative directly supervising the other, the following shall apply:

One of the related employees may apply for a position in a different Village department for which they are qualified if a vacancy occurs.

In the event that one of the related employees has not been selected to fill a vacancy outside of the department within a period of 3 months, one of the related employees shall be required to terminate his employment.

In the event that neither of the related employees is transferred to a different department or terminates his employment, the related employee with the least seniority shall be terminated by the Village Manager, if both employees remain in the same department at the end of said 3 month period.

3E. EMPLOYMENT STATUS CLASSIFICATIONS

Employment status shall be used to determine eligibility for benefits, among other things, and is classified as follows:

Temporary Employment

Employment for a specific period of time, or for the duration of a specific purpose, project or group of assignments. Temporary employees are ineligible for the general wage adjustment and pay for performance increases. Temporary employees are ineligible for fringe benefits including group insurance and paid time off but are covered under worker's compensation insurance.

Initial Employment

See Chapter 3, Section I - The Initial Employment Period.

Regular Employment
Regular employment is defined as employment not for a specific time or a specific purpose or task. Regular employees are eligible for paid time off, annual wage adjustments and pay for performance reviews. As required by the Patient Protection and Affordability Care Act (PPACA), rRegular employees who are normally scheduled for ~~40~~ 30 hours of work per week will be eligible to participate in group insurance.

Regular Employment can either be:

Part-Time Employment
Employment normally requiring less than 8 hours per day.

Full-Time Employment
Normally requiring 8 hours per day, (with a 40 hour work week) unless otherwise required by law.

Job Classification Groups
See Appendix A - Non Exempt Employees & Appendix B - Exempt Employees and Executive Group.

3F. REJECTION OF APPLICATIONS
The Village Manager or his designee may reject any applications for initial employment, promotion or transfer. The reason for such rejection shall include, but are not limited to, the following:

- The applicant is found to lack any of the bona fide occupational qualifications for the position.
- The applicant has been previously employed by the Village and has been removed for cause or did not resign in good standing.
- The applicant has intentionally made a false statement in his application with regard to any material fact, or has practiced, or attempted to practice, deception or fraud in connection with such application.
- The applicant falls under any of the prohibitions listed in *Chapter 3, Section D - Prohibition of Employment of Relatives*.

3G. MEDICAL EXAMINATIONS
All candidates scheduled for full time employment with the Village of Carol Stream will be required to take an appropriate medical examination specific to their classification, including a drug screen, before employment may begin. Additional medical tests may be required if initial tests dictate.

Unless otherwise noted, the medical examination will be paid for by the Village of Carol Stream. The purpose of this medical examination prior to employment with the Village of Carol Stream is to insure the selection of job applicants for the municipal service who are initially medically qualified to perform the essential duties required within a Village job classification with or without reasonable accommodation.

Applicants for regular part-time employment with the Village of Carol Stream shall be required to successfully complete a medical examination and drug screen, and meet the medical standards required for a comparable, regular authorized position of the Village of Carol Stream, prior to appointment.

Any Village employee may be required to receive a medical or psychiatric examination, including fitness for duty exam, at any time as it is deemed necessary by the Village Manager. The Village Manager shall select the professional examiner and the Village will cover the expense of this required exam.

3H. APPLICATION FOR EMPLOYMENT:

All persons seeking employment with the Village of Carol Stream, with the exception of promotions made by the Board of Fire & Police Commission, shall submit a completed Village of Carol Stream application form. The application shall include complete accurate information relating to experience, training, and other applicable qualifications. Information regarding vacancies, job requirements and other facts relating to employment may be officially obtained only from the Employee Relations Director. Application forms are available from the Village Reception Counter, the Administration Department and from the Employee Relations Department. Applications are kept on file for a period of one year.

3I. INITIAL EMPLOYMENT PERIOD

Village employees classified, as a "regular employee" shall work an aggregate of up to 12 full calendar months, in each position to which appointed, in order to complete the initial employment period. Police Officers or others who may be covered by a collective bargaining agreement are subject to the terms of that agreement if the bargaining agreement specifies a different length of time.

The purpose of the initial employment period is designed to test the qualifications of the employee to perform satisfactorily under actual working conditions. The Village of Carol Stream expects all employees' overall conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. An initial evaluation of the new employee shall be conducted at the end of the first six months of employment to measure the new employee's performance and appropriateness in the new position. Another evaluation shall be conducted at twelve months of employment. If the 12-month review is satisfactory, the first pay for performance increase may be granted. If this review is unsatisfactory the employee may be terminated. As is true for all at-will employees throughout their

employment, any employee may be subject to termination at any point during these first twelve months, for any lawful reason, with or without cause.
Temporary employees should be monitored and if employed longer than a six-month period may also be given a performance evaluation periodically, however, no pay for performance increase is provided to a temporary employee.

3J. RESIGNATION

The Village requests that if an employee chooses to resign, he provides his reason to his immediate supervisor at least ten working days prior to his final workday. At least 15 working days notice (thirty days preferred) is requested prior to a final workday for Executive personnel.

A copy of the letter of resignation or a memo to that effect from the department head must be forwarded to the Employee Relations Director.

A resigning employee will be scheduled for an exit interview and must return the Village ID card, any keys issued as well as any other Village property that they had been issued or had acquired.

Upon notice of termination, all employees receiving pay through the direct deposit system will immediately be converted to a regular paycheck.

An employee who has resigned from Village service and is subsequently re-employed will not be credited with prior service for the purpose of computing the accrual of vacation time, sick time or seniority.

3K. EXIT INTERVIEW

Any time a regular employee permanently terminates employment with the Village, whether such terminations are by retirement, resignation or otherwise, the employee's department head should notify the Employee Relations Director to schedule an appointment for an exit interview. Insurance continuation eligibility will be discussed, as well as other important separation information. The exit interview portion of this discussion is voluntary on the part of the employee and in no way will affect any monies or benefits due to the employee by virtue of the separation. In the event the employee wishes not to participate in an exit interview, the employee should still attend a meeting with the Employee Relations Director to finalize his separation and ensure his understanding of applicable benefit information.

During the course of the Exit Interview, the employee is encouraged to provide input into matters directly associated with his employment with the Village of Carol Stream such as: job satisfaction; Personnel matters; training, both in-house and outside; the employee's impression of the supervision and training they received; compensation; general suggestions as to how to improve the delivery of services to both the employee and the citizens; the employee's reason for leaving.

3L. LAYOFFS AND RECALL

The Village of Carol Stream retains discretion to determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Employees will be given as much notice as possible in the event of a layoff.

In the event of reductions in force, employees will be laid off in accordance with Village needs and the employee's ability to perform the remaining work available without further training.

Sworn police personnel not covered by a collective bargaining agreement will be subject to lay off provisions as outlined in the state statutes.

Employees who are laid off shall be placed in a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the Village in writing of his intention to return within three (3) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the Village with his current mailing address.

During the layoff period benefit accrual is discontinued, however insurance coverage for eligible employees is available through the Consolidated Omnibus Budget Reconciliation Act laws and provisions stated in *Chapter 6, Section F - COBRA*.

CHAPTER 4. COMPENSATION

4A. METHODOLOGY IN DETERMINING PAY RANGE

Resolution No. 302 adopted by the Village Board in January of 1975 states that "in order to recruit and maintain the best municipal talent in the Chicago metropolitan area, it is the intent of the Village to pay salaries competitive with the top third of all salaries paid for comparable positions in the Chicago metropolitan area consistent with sound economic policies of the Village of Carol Stream". In order to determine comparable positions and the one third pay level for these positions, the Carol Stream pay ranges are compared annually to pay ranges in municipalities of similar size, population, geographical location, service production, governmental structure, and/or socioeconomic make-up. On the basis of information derived from such studies, the Village Manager may recommend changes in the assignment of pay ranges to the Village Board.

In determining their annual levels, the following criteria will be used:

A. The results of a salary survey.

B. The financial policies of the Village.

C. Economic considerations.

Generally no employee will be paid below the minimum set for that employee's pay classification and no employee shall receive an increase that will cause him to be paid above the maximum base rate for that employee's pay classification.

4B. PAY FOR PERFORMANCE

In order to insure the highest and best service to the Village residents as well as to further the goals and objectives of the Village as a whole, an effective performance management program shall be established for all regular employees. The objectives of the performance management system are:

To encourage the development of employee performance and to maintain that performance at the highest levels possible.

To recognize various levels of performance and reward employees for that performance through the employee compensation plan.

To be a tool for supervisors in their important administrative role within the Village organization by monitoring their employee's performance and measuring that performance within a fair and effective time frame. To identify the strengths and weaknesses of the individual employee, as well as to establish a constructive means for developing the employee's strengths and for correcting the weaknesses.

To provide a two-way communication link between the supervisor and employee so that positive feedback can be applied to daily activities.

Performance is determined through a formal evaluation process for each regular employee. The evaluation will consider the employee's abilities, training, and service record compared to the levels and guidelines established for the position. The Village of Carol Stream expects all employees' conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. The work performance of every employee shall be evaluated on an ongoing basis. Formal evaluations will be conducted after six months in a new or initial classification, at one year, and annually thereafter. For the eligible employees, a salary adjustment, based upon performance, shall be considered once annually, on the anniversary date of employment or promotion.

Pay for performance increases (if any) are restricted to amounts, which adjust the employee's salary within the position's established salary range, as determined by the Village Board on an annual basis.

Pay increases for annual performance adjustments for Executive level positions shall be based on the Village Manager's determination of work performance. These are completed at the first anniversary and then each May of following years.

Employees receiving a review that does not meet standard performance levels shall be placed on probation for a period not to exceed three months. During this period, the work record of that employee shall be closely monitored by the supervisor, after which another evaluation shall be conducted for the purpose of reviewing work performance but shall not result in a pay increase. Two consecutive reviews that do not meet standard performance levels may lead to termination. This provision shall not limit the ability of the Village Manager to terminate an employee at any time in the manner permitted by law.

In the event that an employee is dissatisfied with the procedures used in conducting the yearly performance appraisal, an appeal may be filed. The appeal shall be filed by the employee to the supervisor/evaluator in writing after the performance appraisal has been completed, but no later than 7 working days after the final meeting. Failure to file within this time shall waive any rights to the grievance process. The written appeal should state the following:

1. *The specific reason the employee is dissatisfied with what has taken place in his appraisal.*
2. *Any written documentation pertaining to their reasons for disagreement.*

Once the written appeal is given to the evaluator/supervisor, the supervisor shall forward a copy of the appeal to the Employee Relations Director, examine the issues presented, discuss the appeal with involved parties and shall provide a written response to the

employee within 7 working days, unless undue circumstances prevent a response in such time period. If the employee continues to be dissatisfied, the employee may submit a written appeal to the Department Head within 7 working days. The Department Head shall examine the issues presented, discuss the appeal with all involved parties and shall provide a written response to the employee within 7 working days. If the employee continues to feel the concerns were not adequately addressed, the employee may submit a final written appeal to the Village Manager. The Village Manager or designee shall consider the facts presented by all parties, may hold a meeting with the involved parties to discuss the appeal and shall provide a written response to the appeal within 7 working days from receipt of the appeal. In all cases the decision of the Village Manager shall be final.

Temporary employees are not eligible to receive pay for performance increases. Performance evaluations may however be conducted periodically for temporary employees but will not result in a pay adjustment.

4C. SPECIAL ASSIGNMENT PAY

Certain positions are recognized to have additional responsibilities that are not otherwise stated in their general job descriptions. Special assignment pay may be requested by the Department Head, and must be recommended by the Employee Relations Director and approved by the Village Manager.

~~Special Assignment Pay is:~~ **Formatted:** Strikethrough

~~Police Sergeant* **$131.01** Bi-weekly~~

~~These amounts will be reviewed annually and adjustments made as warranted.~~

Special assignment pay is not guaranteed, is not automatic and may be revoked at the discretion of the Department Head or Employee Relations Director with the approval of the Village Manager.

Special assignment pay shall not become a part of the base salary of the employee for the purpose of calculating overtime, pay for performance increases or lump sum bonuses if applicable. However, it is included for pension and tax purposes. The employees shall receive this amount added to their bi-weekly payroll check only during the period they are approved for this designation.

When a Community Service Technician or Records Clerk is assigned as a Field Trainer, that employee shall be compensated by an additional $13.50 for each day so assigned. Adjustment to this compensation will be made as warranted.

~~*Police Sergeants who receive special assignment pay shall, in addition, be eligible to receive straight time pay for any work required to be performed more than 30 minutes before the start of their shift, or more than 20 minutes following the regularly scheduled end of their shift.~~ **Formatted:** Strikethrough

4D. EDUCATIONAL PLAN, LICENSES & MEMBERSHIPS

The Village of Carol Stream is committed to the professional development and education of its employees. In an effort to achieve this goal, the Village will provide financial assistance to all eligible employees for pre-approved educational programs, licenses and memberships according to the guidelines set forth in this policy.

Educational Plan: Educational assistance is available to all regular full-time employees when funding is available. All educational programs must be directly related to the employee's present position or work that the employee might reasonably expect to perform for the Village in the future. Prior to enrolling into any individual course or degree program, the employee must submit a written request to the Department Head on the Tuition Reimbursement Form. If the Department Head recommends reimbursement, approval of both coursework and educational institution must also be given by the Employee Relations Director and Village Manager. The Village maintains the right to request additional quotations for similar programs before reaching a final decision.

The Village will reimburse the employee the cost of tuition based upon the following schedule:

Grade of A or B:	100% reimbursement
Grade of C:	50% reimbursement
Grade of D or below:	No reimbursement

For credited courses taken on a non-graded basis, when the grade received is "Satisfactory" or "Passing", reimbursement will be calculated at 50% of eligible costs. Textbooks may be paid for by the employee if they wish to keep the books or paid for by the Village in which case the Village will keep books available for other employees.

Tuition reimbursement will be subject to all Federal and State tax laws where applicable.

Degree Program: Employees beginning a directly job-related educational program culminating in a college degree shall submit a written request to the Department Head at least 45 days in advance of commencement of the program. The written request shall include a description of the degree program and requirements, including course names, credit hours and tuition costs, as well as the length of time expected to complete the program.

Approval will be based on job-relatedness of the degree sought and availability of funds. After initial approval, employees should submit to their Department Head a listing of all courses, attendance dates and credit hours intended to be taken towards the degree program for the next 12 months.

The amount of reimbursement per course will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion will forfeit reimbursement.

Employees who do not remain in active service with the Village for at least two (2) years after completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

Individual Courses: Full-time employees taking a course or courses directly related to their position, but not necessarily leading to any degree, may be eligible for educational reimbursement for those courses.

Employees shall be limited to one course at a time, however, exceptions to this policy may be considered on an individual basis based upon Village and Departmental needs, employee performance and availability of funds. The amount of reimbursement will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion, will forfeit reimbursement. If the employee leaves the employment of the Village within two (2) years after completing a course or courses, the employee shall repay the Village the full amount of tuition reimbursement.

Licenses: Licenses required by the State, to perform specific tasks, part of normal Village job duties, and as stated in the official job classification, may be paid for in part or in full as determined by the Village Manager.

Memberships: Dues for employee memberships in recognized professional organizations as well as subscriptions for professional publications or trade journals, may be paid by the Village, when participation promotes the development of advanced job knowledge.

Payments for dues, licenses, subscriptions or education shall only be made at the request of the Department Head with the approval of the Village Manager. Payments made to the employee will be subject to appropriate tax laws.

4E. OVERTIME

1. Non-Exempt Employees:

The Fair Labor Standards Act (FLSA) requires the payment of time and one-half for all hours worked in excess of forty (40) hours in each week to all employees who are classified as non-exempt under the law. See *Appendix A*. The Village of Carol Stream will pay non-exempt, non-contract employees in 15 minute increments when they are required to work more than 40 hours in one week. Paid time off including sick leave will be considered toward the 40 hours.

a) Call Back:

(Emergency Overtime)

When due to the immediacy of Village operations or a breakdown in Village services, employees are required to return or remain in the work place to perform their duties on an overtime non-scheduled basis when emergency overtime arises. The supervisor and the department head that have authorized the overtime must approve emergency overtime as soon as possible. Non-exempt employees called back to work during non-scheduled hours or on non-prearranged work during their off-duty periods, which is not contiguous to their regular workday, will qualify for callback pay. When an employee is called back to duty, he will be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular hourly rate of pay. This call back time shall start when the employee reports at the assigned work area and shall end when the employee is released from work. Scheduled time resulting in overtime pay is not subject to the provisions of this call back policy.

b) Court Attendance:

When a non-exempt, non-sworn employee is required to report to any court or administrative hearing, as a result of an exercise of their duties with the Village of Carol Stream, outside of their regularly scheduled hours of work and in excess of the standard work week, the employee shall be compensated as follows:

- Two (2) hours minimum at and time and one half pay for any hearing as a result of an exercise of their duties on behalf of the Village.

or

- The employee shall be paid at time and one half for all time actually spent while attending court or hearings. No employee shall receive less than a minimum of two hours time and one half pay under this provision.

It is the responsibility of each department head and the Village Manager to control overtime. Prior approval by the Village Manager and/or department head is required before overtime work can be performed. A department head may delegate the authority to a supervisor to approve overtime work within that department. As a general rule, overtime work should only be performed under direction of a supervisor who is classified as exempt or an employee who is acting in a supervisory capacity.

When a non-exempt employee is absent from work (for less than one day) with no paid leave benefit available, the time away from work will be docked. All non-exempt employees must record actual hours worked on their time sheets. This includes both the hours worked within the regular workweek and any additional overtime hours beyond the standard forty, (40) hour workweek. When available, all employees must sign their timecard prior to supervisory review. The supervisor who authorized the overtime must initial time sheets.

The employee's supervisor prior to commencement of the work must approve overtime work. Efforts will be made to balance overtime among qualified

employees. Employees may be required to work overtime when necessary as determined by their supervisor. The Village has the right to schedule overtime work as required in the manner most advantageous to the Village and consistent with the requirements of municipal employment in the public interest. Overtime work, whenever possible shall be distributed equally among qualified employees within a specific job classification who are performing similar work on the same shift.

Failure to report for overtime work when directed by a supervisor acting within established policy and/or direction of the Village Manager may result in disciplinary action being taken against the employee.

2. Exempt employees

Employees working in classifications that are exempt for purposes of the Fair Labor Standards Act are not eligible for overtime pay or compensatory time off. Exempt positions are listed in Appendix B of this manual. Exempt positions are classified in accordance with the law and include: managerial, administrative and professional positions. It is implicit in the nature of the work performed by exempt employees that they may from time to time spend more than forty (40) hours in performing their duties and responsibilities. In general, this extra time has been accounted for in establishment of the pay ranges to which these positions are assigned. Employees working in exempt positions shall perform extra work beyond the standard work week without receiving any additional compensation and are required to work as much overtime as is necessary to properly complete their assigned duties and responsibilities.

Certain supervisory or professional exempt positions may be eligible to receive additional compensation under extraordinary situations such as a civil emergency, when exempt employees may be required to work excessive hours for an extended period of time. Special compensation may be arranged by the Village Manager for those positions involved.

Police Sergeants may claim additional straight time pay or compensatory time for the time beginning 20 minutes following the end of their regular shift. The 30 minutes immediately preceding and the 20 minutes immediately following the Sergeant's shifts are compensated by the awarding of special assignment pay. In addition to special assignment pay, Police Sergeants will receive 1.5 times pay for any call back, hire back or other assignments outside of time spent in regular shift administration (including departmental staff meetings). These payments are in addition to the employee's regular salary.

See Chapter 4, Section C - Special Assignment Pay.

~~***4F. COMPENSATORY TIME***~~

~~Compensatory time will not be granted in lieu of overtime payment to non-exempt employees; however, certain non-exempt employees as listed below will~~

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~~be permitted to receive compensatory time in lieu of actual cash overtime payments.~~
~~Administrative Secretary, Executive Secretary, Mechanic Supervisor, Records Supervisor, Water and Sewer Supervisor~~

~~These positions may qualify for compensation at the rate of one and one half times their regular hourly rate of pay or compensatory time at the rate of one and one half hours for each overtime hour worked. Accrued compensatory time shall be used within the same payroll period it is earned or the pay period immediately following. If the compensatory time is not used, any hours remaining shall be paid to the employee not later than the end of the next pay period. The decision to grant compensatory time in lieu of overtime pay shall be made by the department head and noted on the employee's time card.~~

4G. PAY PERIODS

The Village of Carol Stream pays on a bi-weekly basis with twenty-six (26) pay periods in a twelve (12) month period. Paychecks are distributed every other Friday. If one of these Fridays falls on a holiday, the paychecks are distributed on the last workday preceding the holiday. Mechanical or human failure may delay paychecks from being delivered normally. Every effort will be made to pay employees promptly. In an effort to encourage increased efficiency, it is recommended that all employees take advantage the Village's Direct Deposit Program. Employees who have questions regarding their paycheck should contact the Finance Department.

Travel Expenses: Subject to budget allocations and approval of the Village Manager, travel expenses may be reimbursed to municipal employees attending authorized municipal and or professional meetings and conferences. Such expenses may include registration, transportation, meals and lodging. More information on travel reimbursement can be found in the Administrative Procedures Manual, Operating Procedure #43.

4H. PROMOTIONS, TRANSFERS, ACTING STATUS

Promotions: A promotion is any movement from one position to another that has a salary range mid-point approximately 10% higher than the previous position. When an employee is promoted to a non-department head position the entrance rate shall be generally the lowest point in the higher range that will provide an increase of approximately 5-7% for a non-supervisory position, and up to 10% for a supervisory position, over the rate of pay received immediately prior to the promotion. If the promotion is to fill a department head position, the amount of increase is determined by the Village Manager. It is important to point out the factors to be considered in determining the amount of the increasing salary due to promotion. This increase is provided to reflect these major factors:

- increased duties and responsibilities of the new position.
- complexity of new duties over previous duties.

- service length and performance record of the employee in his previous position.
- the year wait from the date of the promotion until the next review for pay purposes.

When an employee is promoted to a supervisory or department head position, the increase will be determined by reviewing the internal equity between the newly promoted person and his subordinates, as well as qualifications for the position. Any promoted employee must be placed within the established minimum and maximum of the new pay range. When the promotion removes an employee from a collective bargaining unit and that employee did not receive any across the board wage adjustment for the current fiscal year due to an expired contract, an adjustment will be applied upon promotion. The adjustment will be the same percentage as the non-union employee's general wage adjustment and will be effective on the date of the promotion. This increase will be calculated with the employee's base rate prior to promotion, after which the promotional increase will be applied.

When an employee (non-union) is recommended for promotion, a performance review is conducted. Salary increases normally associated with the performance review shall be pro-rated based on the length of the time since the last review. This performance review may be a detailed memo from the supervisor and/or department head and shall contain a recommended performance rating which must be approved by the Employee Relations Director and the Village Manager.

As a result of a promotion, the employee's anniversary date will change to the date of the promotion and the employee shall be reviewed thereafter on an annual basis for pay purposes based on the new date. An initial evaluation following promotion shall be conducted at the end of the first six months to measure the employee's performance and appropriateness in the new position. If the rating is satisfactory, then a copy of the evaluation is placed in the employee's file and used as a reference for ensuing reviews. Another evaluation shall be conducted at twelve months of employment. If the 12-month review is satisfactory a pay for performance increase may be granted. In the event the promoted employee does not receive a satisfactory rating as a result of this review, he shall revert to a lower position, if one is available, and the person is qualified for such position. If returned to the position held immediately prior to the promotion he shall receive the rate of pay to which he would have been entitled had the promotion not occurred. Returning to a lower position does not apply to situations covered under the rules of the Board of Fire and Police Commissioners.

Transfers: If an employee applies for a promotion or a transfer to a different department, the employee's current department head shall be notified by the employee if selected to be interviewed or tested for the vacant position. If the employee meets the qualifications of the position and is strongly being considered

for the new position, the department head of the vacant position, shall notify the employee's current department head of this consideration.

When an employee from a position in one department transfers to a position in another department within the Village, the promoted employee must remain in his original position until a replacement is hired and trained, unless waived by the Village Manager.

For a lateral transfer, the anniversary date will not change, the new supervisor shall work with the former supervisor to complete an accurate performance evaluation.

Acting Status: If a vacancy occurs in an administrative or supervisory position due to: a prolonged illness, resignation, termination, retirement or extended unpaid leave of absence, a qualified employee may be appointed to assume the duties of the vacant position. The employee must be recommended for "acting" capacity by the Department Head, Employee Relations Director and approved by the Village Manager. A pay adjustment may be made in recognition of the increased responsibilities. The "acting" pay increase will be approximately a 5% increase, placing the acting employee's pay at least to the minimum, but not above the maximum pay, in the range of the vacant position. If the employee's anniversary date falls during the "acting" period, the evaluation and any pay increase (including retro active pay) will be delayed until after the acting period, when the employee returns to his regular position. "Acting" pay may be maintained for up to three months after the vacancy is filled, to recognize the training time to be spent with the newly hired individual.

"Acting" pay may be adjusted once begun, only if a general wage adjustment occurs changing the employee's original (regular) rate of pay. The "acting" pay will be adjusted accordingly to maintain the approximately 5% difference between the employee's original (regular) base pay and the "acting" pay.

CHAPTER 5 – LEAVE POLICIES

5A. HOLIDAYS

The legal holidays for the Village of Carol Stream employees shall be:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve
Christmas Day

If one of the above holidays falls on a Saturday, the Village designated holiday shall be Friday and if the holiday falls on a Sunday, the designated holiday shall be Monday unless otherwise determined by the Village Manager. The exception to this affects 24 hour, non-contract shift personnel in the Police Department.

The designated holiday for non-exempt shift employees within any department operating on a 24 hour basis, as well as for Patrol Sergeants, shall be considered to occur on the actual holiday even if the Village offices and other employees observe the holiday on the preceding Friday or following Monday.

Holiday compensation will be paid at an 8 hour straight time rate to regular full time employees. Regular part-time employees regularly scheduled to work 20 or more hours per week will be compensated on a pro-rated basis based upon their normal workday. To qualify an employee must have worked the day before and the day after the holiday, unless the absence is authorized as a scheduled vacation, a verified illness, other verified leave or a regularly scheduled day off. In the event that a non-exempt employee is required to work on one of these designated holidays, he shall be paid at time and one-half times his regular rate for the actual time worked, along with the holiday compensation.

In any department operating on a 24 hour shift basis, where a non-exempt shift employee or Patrol Sergeant is required to work on the actual holiday, the employee will be paid at one and one-half times their regular rate for actual time worked, the employee may "bank the holiday" to be taken as a day off in the future or be paid the holiday compensation in the pay period in which the designated holiday falls. If the holiday falls on a regularly scheduled day off, the employee will be given an alternate day off as that holiday. This must be shown on the time card in which the designated holiday falls.

If a holiday occurs during vacation leave, the employee need not charge that day to vacation leave. If a holiday occurs during an employee's paid approved sick leave that day shall also be paid as a holiday.

Holiday pay will not apply to any employee during an unpaid special leave. *See Chapter 5, Section J - Special Leave.*

All leaves are recorded and officially tracked in the Finance Department.

5B. SICK LEAVE

For all employees hired prior to 5/1/12, sick leave shall be earned, effective from the first day of employment at the rate of one (1) day for each month worked. Employees hired on or after 5/1/12, who are regularly scheduled to work 20 or more hours per week will earn sick leave at the rate of ½ day for each month worked. (In the case of regular part-time employees a "day" shall consist of the customary number of hours normally worked by that employee.)

As a retirement bonus, sick leave of more than one hundred fourteen (114) days shall be converted to vacation pay at the rate of one (1) day of vacation for every two (2) days of sick leave over one hundred fourteen (114) days. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate pension program and being eligible to immediately receive pension benefits thereof. The employee may elect to receive said amount in the form of either pay or vacation with pay.

Sick leave may be granted for any of the following reasons:

1. An employee's illness or injury of an incapacitating nature sufficient to justify absence from work. (Note: pregnancy is considered as any other illness or injury under this policy.)
2. If approved by a Department Head, an employee's medical or dental appointment that cannot be scheduled outside of working hours.
3. Absence required by serious illness or disability of a member of the employee's immediate family. Such use of sick leave required by a serious illness of those defined here, may be allowed for up to a maximum of fifteen work days if the employee's presence is medically required. The employee is responsible to provide justification for his absence. Approval for this must be obtained from the Department Head. Note: For purposes of this policy, the immediate family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, next of kin (nearest blood relative) including any relationship arising through adoption provided that the time off is taken for caring for this individual.

A uniform standard by which each employee is evaluated for attendance is used by all Departments. An incidence of sick leave is whenever an employee uses 4 hours or more of sick leave at one time. An acceptable standard for the use of sick leave is 4 incidences in one year. All incidents of sick leave will be recorded on the time card and monitored by the Department.

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work period. At the time of providing this notice, the employee must provide sufficient

information in order for the Village to ascertain whether the reason for the absence is a Family Medical Leave Act (FMLA) qualifying reason. If any absence qualifies for FMLA said leave will automatically be applied in concurrence with all paid and/or unpaid time.

In the event sick leave is taken for more than three consecutive days, the employee shall furnish written confirmation of illness or injury signed by a healthcare provider. The Employee Relations Director shall provide to the doctor a detailed list of the daily activities of the employee, to assist in the determination of the employee's work capacity. Said doctor's certificate shall be required for all absences of more than three (3) consecutive days, and in all cases shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties. The doctor's certificate may also be required during instances of more than three absences for sick leave occurring in any twelve month period or when abuse is suspected or when necessary to verify Family and Medical Leave Act eligibility.

Special Duty Assignment: If an employee is temporarily disabled due to illness, injury or other physically limiting conditions, the ~~Village Manager~~Department Head may authorize a special duty assignment ~~that may be recommended by the Department Head.~~ Special duty assignments if approved must meet these criteria:

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- The services are necessary to the operation of the Department/Village
- The services are temporary and have a fixed starting and ending date.
- The services are within the scope of the employee's restrictions as outlined by a physician.
- The services do not displace any other department employee.

Special duty assignments may be made after consideration of the above factors in each individual circumstance, and in all cases:

- Include a physician's note that includes the specific retrictions
- Include a memo outlining the duties of the special duty assignment
- Be forwarded to the Employee Relations Department for filing
- Reviewed and re-submitted at a minimum of 30 day intervals

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~~All~~ Special duty assignments ~~will be reviewed at 30 day intervals, and~~ cannot exceed 12 months. Assignments will be discretionary by the Village Executive Staff.

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5C. PERSONAL LEAVE

Paid personal leave is allowed for all Village employees regularly scheduled to work 20 or more hours per week. It is acquired at the rate of three (3) workdays per calendar year for full-time employees, with a correspondingly lesser rate for regular part-time employees. Newly hired employees will be compensated on a pro-rated basis based upon the date in which the employee begins his employment.

Personal leave must be used within the calendar year given, and may not be carried over from year to year. Normally employees must request personal leave at least 24 hours in

advance and approval from the Department Head or his designee is required. Individual Departments may require written requests or the use of a departmental leave form.

5D. SICK LEAVE INCENTIVE PROGRAM

As an incentive, encouraging minimal use of sick leave, $250.00 will be provided to any regular full-time employee who does not use sick leave within a calendar year. In order to be eligible the following criteria must be met:

- The employee's sick leave usage for the entire 12 month period, from January 1 – December 31, must be 0 hours.
- The employee must have worked the entire 12 month period.

Regular part-time employees who are regularly scheduled to work 20 or more hours per week will be compensated on a pro-rated basis based upon their normal workday.

5E. VACATION LEAVE

Vacations with pay shall be granted to all regular employees regularly scheduled to work 20 or more hours per week. Vacation for full-time employees will accrue on a bi-weekly basis as follows:

1st year through 4th year	10 work days per year. (3.08 hours bi-weekly)
5th year of employment	15 work days per year. (4.62 hours bi-weekly)
13th year of employment	20 work days per year. (6.16 hours bi-weekly)

(Part-time regular employees have a pro-rated vacation schedule based upon normal scheduled work hours.)

Maximum **Vacation Usage & Accrual**: Vacation leave shall be taken by the eligible employee upon approval of the department head at a time that will not interfere unreasonably with the operation of the employee's department. *Unless otherwise approved by the Village Manager*, employees shall be allowed to carry up to, but not more than, two (2) times their annual allotment:

1st year through 4th year	*160 Hours*
5th year of employment	*240 Hours*
13th year of employment	*320 Hours*
20th year of employment	*400 Hours*

Vacation time in excess of allowable hours will be forfeited.

Employees hired prior to 5/1/12 shall accrue a fifth week of vacation beginning in their 20th year of employment, at the rate of 2.083 work days per month. Executive positions

shall accrue five (5) days vacation leave per year in addition to the vacation schedule set forth above. This additional vacation may also be taken as compensation at the executive employee's election. However; no employee may elect additional vacation if said election results in an overall vacation balance that exceeds the maximum allowable accrual.

Note: Given the additional week of vacation received by executive employees, maximum accrual rates are increased by 80 hours.

Vacation Accrual During Leaves of Absence Without Pay: Vacation time credit shall not be accumulated during any leave of absence without pay. In addition, vacation time credit shall not be accrued during an employee's extended illness or during leaves of absence exceeding 30 days.

Vacation Benefits Upon Termination of Employment: Compensation for unused vacation at the time of termination, except in the case of retirement, shall be made in a one time payment. When an employee retires from the Village, compensation for unused vacation may be taken either in time or pay. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and being eligible for pension benefits thereof.

Vacation Accrual During Layoffs: Vacation credit shall not be accumulated during any layoff.

Vacation Scheduling: Each department head shall establish a vacation schedule for his department sufficiently early in each year so that the department's supervisors can coordinate the vacations within the work program of the department. Vacation schedules shall be arranged so as to minimize disruption of the work to the department.

Emergency Recall: In case of an emergency, the Village Manager or Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back an employee from a vacation in progress.

5F. FAMILY & MEDICAL LEAVE

Purpose: To provide employees with leave benefits, when needed, in accordance with the Family & Medical Leave Act effective August 5, 1993 ("FMLA").

Policy: You are eligible to take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave provided you: 1) have worked for the Village for at least 12 months, 2) have worked at least 1250 hours in the last 12 months, and 3) are employed at a worksite that has 50 or more employees within a 75 mile radius. The "12-month period" is a rolling period, measured backward from the date a leave is to be taken.

Reason for Leave: If you are eligible, you may take family/medical leave for any of the following reasons: 1) the birth of a son or daughter and in order to care for such son or daughter; 2) the placement of a son or daughter with you for adoption or foster care; 3) to care for a spouse, son, daughter, or parent ("covered family member") with a serious

health condition; 4) because of your own serious health condition which renders you unable to perform the functions of your position; 5) because a spouse, child, parent, or next of kin of a covered military service member is recovering from a serious illness or injury sustained in the line of duty*; or 6) because of any qualifying exigency arising out of a spouse, child or parent on active duty or notified of an impending call to active duty. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Village who request leave because of reasons "1" or "2" or to care for an ill parent, may only take a combined aggregate total of 12 weeks leave for such purpose during any 12 month period.

*Note: Unlike all other leaves, leave because of reason "5" may take up to 26 weeks in a single 12-month period. This military caregiver leave is available during a single 12 month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

Notice of Leave: If your need for family/medical leave is foreseeable, you must give the Village at least 30 days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, you are expected to notify the Village as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The Village has Request for Family/Medical Leave forms available from the Employee Relations Department. You should use these forms when requesting leave.

Medical Certification: If you are requesting leave because of your own or a covered family member's serious health condition, illness or injury, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain a Certification of Healthcare Provider form from the Employee Relations Director. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the healthcare provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA qualifying condition, the employee's absences will be treated according to the attendance standards.

The Village, at its expense, may require an examination by a second healthcare provider designated by the Village. If the second healthcare provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable healthcare provider to conduct an examination and provide a final and binding opinion. The Village may also require medical re-certification periodically during the

leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

Reporting While on Leave: If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

Leave is Unpaid: Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, illness or injury, any accrued paid vacation/personal time as well as sick time if deemed medically necessary, must be used in conjunction with unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid sick, and vacation/personal leave you have must be used in conjunction with any unpaid family/medical leave. In addition, the Village's short-term and/or long-term disability may apply as part of the 12-week leave period when the leave requested is due to your serious health condition or birth of a child. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

Medical and Other Benefits: During an approved family/medical leave, the Village will maintain your health benefits, as if you continued to be actively employed. If paid leave is used in conjunction with unpaid family/medical leave, the Village will deduct your portion of the health plan premium as a regular payroll deduction. If you leave is unpaid, you must pay your portion of the premium during the leave. Your group healthcare coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Key Employees: Certain "key" employees (ie: a salaried employee who is in the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Village. The Village will notify you if you qualify as a "key" employee, if the Village intends to deny reinstatement, and of your rights in such instances.

Intermittent and Reduced Schedule Leave: Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer you to an available alternative position

which better accommodates your recurring leave and which has equivalent pay and benefits.

Other Applicable Leaves: FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker's compensation leave will simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

Returning From Leave: If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Employee Relations Director. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until provided.

Legal Rights Under the Law: Any employee who believes his rights under the Family Medical Leave Act have been violated may file a complaint with the United States Department of Labor: 1-866-4-USA-DOL.

5G. JURY LEAVE

Any regular employee regularly scheduled to work 20 or more hours per week will be allowed time off with pay for the portion of the employee's work day that overlaps with hours spent on jury duty when said employee is required to serve as a juror at a court of law.

After an employee receives payment from the court for their jury duty, that check must be turned into the Village Finance Department, less mileage reimbursement. No employee may be compensated more then their regular day's pay for their jury time served.

If the jury duty payment is not turned over to the Village, the Finance Department may deduct the jury payment from future paychecks.

5H. BEREAVEMENT LEAVE

A department head may authorize an employee who is regularly scheduled to work 20 or more hours per week to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. The immediate family for the purposes of bereavement leave is defined as: Husband, wife, stepmother, stepfather, daughter, son, stepdaughter, stepson, mother, father, sister, brother, stepsister, stepbrother, next of kin, the spouses of any of these, and any "in law" relationship of the above including relationships arising from adoption.

An employee shall be granted one day with pay for death of "other close family members". "Other close family members" shall only include grandparents, grandchildren, uncles and aunts. In the case of grandchildren, up to two (2) additional days may be granted at the discretion of the Department Head with approval of the Village Manager.

All other family members including in-law relationships of "other close family members", non-family members, and any additional time needed for attending funerals shall be charged to vacation or personal leave. The Village may request the employee to provide proof of death. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Any leave used for this purpose must be arranged within 30 days of the death.

Note: For the purposes of Bereavement leave, a workday is defined as the normal number of hours an employee is regularly scheduled to work per day.

5I. VOTING LEAVE

Employees whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted two (2) hours off, to vote in any Federal, State, or local general election, if the employee requests the time off prior to the election day. The Village may designate the 2-hour period off to vote.

5J. SPECIAL LEAVE

The Village Manager may authorize an employee to be absent without compensation for special leave where the request for leave does not fall within the scope of any other leave provision in this manual. Special leave requests are subject to the following:

- Leave of absence shall be for a period not to exceed one year.
- All requests for leaves of absence must be made in writing, must state the reasons for the request, must state why the request should be granted, and must have the date when the leave is to commence and terminate.
- The Department Head may recommend that the Village Manager approve or deny such request on the basis of the department's operational requirements, availability of temporary substitute employees, and the work and attendance record of the employee requesting the leave.
- The employee must be an employee with the Village for a minimum of two years to be eligible for a special leave of absence. The individual may not be employed elsewhere during the leave of absence.
- Employees requesting leaves of absences shall be aware of the fact that all positions in the Village are subject to elimination by re-organization or due to funding constraints. As such, absolute assurances of re-instatement cannot be given. If the position is still in existence and is vacant at the conclusion of the leave of absence, the employee shall resume the same status therein. If the position no longer exists,

reasonable effort will be made to place the employee in a suitable position as soon as possible. If no position for which the employee is qualified becomes available within six months from the conclusion of the leave, employment will be terminated. An employee who does not return from special leave on the specified date may be terminated.

During the leave of absence, all benefits that were normally accrued are to be frozen until the employee returns to work. Holiday pay will not be available during special leave.

Based upon individual circumstances, the Village Manager may approve continuation of insurance benefits at the employee's cost through the special leave period. The Village Manager will make a determination based upon the circumstances of that employee, as well as the circumstances stipulated in the benefit plans. Any benefits required to be provided by law, through Consolidated Omnibus Budget Reconciliation Act will be applied where applicable.

5K. MILITARY LEAVE

Any employee with the Village who is a member of the military will be allowed leave and entitled to be restored to the same or equivalent position upon their return, as provided by law.

Requests for such leave must be made to the Employee Relations Director in writing and be accompanied by a copy of the official orders.

For further information of leave benefits and rights, please see the Employee Relations Director.

5L. ADMINISTRATIVE LEAVE

A Department Head has the authority to grant Administrative Leave to exempt employees. Any Administrative leave granted by a Department Head should be noted and available for the Village Manager's review.

5M. ABSENCE WITHOUT LEAVE

Absence without leave is defined as any absence in which the employee does not report for work and fails to properly notify his supervisor that he is requesting to utilize accrued leave. In addition, the employee will be regarded as absent without leave if he attempts to utilize leave to which he is not entitled. An employee who is absent without leave for one full day or more, or is absent without leave on more than one occasion during a 12-month period, is subject to termination.

5N. VOLUNTARY LEAVE DONATION PROGRAM

Any regular employees not covered by a collective bargaining agreement with at least 48 hours of accrued personal leave (vacation, personal, merit incentive, sick leave incentive and/or holiday) may be eligible to donate up to 40 hours of this personal leave to another regular employee not covered by a collective bargaining agreement who has a catastrophic illness or injury.

A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time, provided taking extended time off work creates a financial hardship for the employee because all sick leave and other paid time off has been exhausted. Examples may include, but are not limited to, life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

In order to be considered eligible, the recipient employee must provide documentation from a treating physician regarding the illness or injury to the Employee Relations Director. The Employee Relations Director will review each case for eligibility and make recommendation to the Village Manager for approval. Once approved, the Employee Relations Director will post a notice announcing the opportunity to donate leave time when authorized by the recipient employee. In all cases, any specific medical information will remain confidential.

Employees interested in donating time (donors) must complete a "Voluntary Leave Donation Form" indicating the amount of time to be donated and whether or not they wish to remain anonymous. All donated time must be in increments of 8 hours and will be considered on an hour-for-hour basis, regardless of the pay level of the donor and recipient. Once authorized, donated time will be deducted from an employee's accumulated leave and forwarded to the eligible recipient. Any unused donated time will be returned to the donors on a pro-rated basis.

This policy shall in no way extend an employee's time off beyond a total of 6 months unless an exception is made by the Village Manager or is otherwise required by law.

Donations may **not** be made to any employee where the injury/illness is covered under worker's compensation, or results from self-infliction and/or alcohol or illegal drug use.

CHAPTER 6. GROUP BENEFITS

6A. HEALTH INSURANCE

All regular employees of the ~~Village,~~Village who are regularly scheduled to work ~~forty~~ thirty hours per week or more, as defined as full-time under the Patient Protection and Affordability Care Act (PPACA),~~,~~ are invited to participate in the group health and life insurance program. For the purpose of determining whether an employee (other than a newly-hired employee) is a full-time employee under PPACA, a look-back period of 12 months will take place on May 1st of each year. This look-back period will be followed by a 12 month stability period beginning July 1st of each year.

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It is not compulsory for an employee to join the program, however all new employees who wish health insurance coverage will be required to participate in the available Health Maintenance Organization option. Eligible employees hired on or after May 1, 1993 who wish to participate shall contribute 20% for single or single and family group major medical and hospital insurance premiums.

Employees hired prior to May 1, 2010 at a schedule of 30 hours per week or more will also be eligible to participate in the Village's health insurance program as described above.

For eligible employees hired before May 1, 1993, the Village will make single coverage payments at 100%. If family coverage is elected, the employee will pay 20% of the cost of family coverage only.

Further detailed information is contained in the insurance booklets, which are given to each employee. Necessary forms for filing claims, changing HMO Medical groups or for changes in covered dependents can be obtained from the Employee Relations Department.

6B. LIFE INSURANCE

All regular full-time employees will be enrolled in the Village Life Insurance Plan. The coverage amount is calculated by the employee's classification and is outlined as follows:

- Non-Supervisory Employees = 1 Times Salary
- Supervisory Employees = 1.25 Times Salary
- Executive Staff = 1.5 Times Salary

6C. DENTAL INSURANCE

All regular employees of the Village who are covered by this manual and are scheduled to normally work forty hours per week are also invited to participate in the group dental insurance plan. If dental coverage is elected, the Village shall pay 100% of the cost for the employee coverage and the employee shall pay 100% of the dependent coverage for dental insurance.

Employees hired prior to May 1, 2010 at a schedule of 30 hours per week or more will also be eligible to participate in the Village's dental insurance program as described above.

6D. WORKER'S COMPENSATION

Worker's Compensation Insurance is paid for by the Village of Carol Stream, and is available without a payroll deduction to each employee. Details of employee coverage under the Illinois Worker's Compensation and Occupational Diseases Acts are available in the Assistant Village Manager's Office. Please note that all claims arising out of an accident or injury, which are covered under Worker's Compensation Insurance, are not payable through the group Insurance Plan.

All accidents or injuries must be reported as outlined in Chapter 2, Section D – Reports of Injury. More detailed information regarding safety and accidents is found in the *Loss Control Manual*. Questions regarding Workers Compensation should be addressed to the Assistant Village Manager's Office.

6E. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Village recognizes that there are many internal and external factors that influence an employee's job performance including family or marital crises, substance misuse or abuse problems and other forms of mental and physical stress. It is to the advantage of both the employee and the Village to deal effectively with factors that can adversely affect an employee's well being possibly resulting in deterioration of performance and productivity. The Village of Carol Stream Employee Assistance Program will provide confidential counseling and referral services to those employees who seek assistance or advice about coping with a particular situation, which could affect their job performance. The Village of Carol Stream Employee Assistance Program is available to all regular employees and their dependents. This is a strictly confidential service. More information can be obtained through supervisors or the Employee Relations Director.

6F. COBRA - Continuation of Group Health Insurance Benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA)

Under the provisions of COBRA, employees and their dependents may elect to continue their group health and dental insurance coverage upon the occurrence of one of the following events:

If an employee's employment terminates for any reason other than gross misconduct.

If an employee's working hours are reduced (including during certain leaves) and he is no longer considered eligible for coverage under the plan.

If an employee should die leaving dependents.

If an employee becomes eligible for Medicare and his dependent(s) is no longer considered eligible for coverage.

If an employee's dependent child no longer meets the definition of an eligible dependent under the plan.

The employee or dependent is responsible for notifying the Village that one of the qualifying events has occurred. The employee or dependent may be responsible for paying up to 102% of the insurance premium as provided by law. Coverage may be continued for *18 months or longer in certain circumstances provided by COBRA*. The employee and dependent(s) have up to sixty, (60) days from the date that coverage would end, due to the occurrence of one of the qualifying events, to inform the Village that they wish to continue any of the group health benefits.

COBRA also provides that continuation coverage will end for any of the following reasons:

1. The cost of continued coverage is not paid on or before the date it is due.

2. The covered person becomes entitled to Medicare.

3. The plan terminates for all employees.

More information about COBRA is available through the Director of Employee Relations.

6G. INSURANCE UPON RETIREMENT

Employees who are fully qualified to receive pension or disability benefits (IMRF or Police) may qualify for continued individual or dependent group health insurance coverage. Detailed information concerning eligibility for continuing health insurance benefits is available from the Employee Relations Director.

Insurance eligibility can only be continued if the retiring employee assumes the cost of the entire premium. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and eligibility to immediately receive pension benefits there from. This provision is also subject to the Consolidated Omnibus Budget Reconciliation Act. *See Chapter 6, Section F - COBRA.*

6H. ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

All employees, working at least 1000 hours per year, are required to participate in IMRF, except sworn personnel of the Police Department who are participants in the Village of Carol Stream Police Pension Fund. Upon termination of employment, application may be made to IMRF for a refund if the employee has not yet qualified for retirement benefits. Employees should note that applicable tax laws would apply to this refund. If the individual becomes employed by another municipality or agency under IMRF, employee contributions are automatically transferred. Social Security contributions are made in addition to the appropriate pension plan contributions. Further detailed information on IMRF is contained in the pamphlet given to each new employee and is available in the Employee Relations Department.

6I. POLICE PENSION FUND

Sworn personnel employed by the Village of Carol Stream Police Department are invited and encouraged to participate in the Police Pension Fund. The rate of deduction of the employee's gross salary under this retirement is set by state statute. In addition, sworn personnel are covered under the Federal Social Security Act (FICA).

6J. LEAVE CONVERSION UPON RETIREMENT

Upon retirement, employees will be compensated for all accrued vacation, personal and holiday leave, as well as 50% of any accrued sick leave over one hundred fourteen (114) days. This payment may be taken as either one final payment, or as a lump sum contribution to the Village's 457 plan not to exceed the IRS allowable amount. *Employees selecting the 457 option must make this contribution prior to their last day* of *employment*. In cases when the monetary amount exceeds the IRS allowable amount for contribution, the employee will receive the remainder in one final payment.

6K. DEFERRED COMPENSATION PROGRAM

All regular employees of the Village shall have the option of participating in the International City Management Association Retirement Corporation's Deferred Compensation Program (457). The Retirement Corporation provides a deferred compensation plan contribution which can be directly deducted from the employee's payroll check. Information is available in the Finance Department or Employee Relations Department.

CHAPTER 7 - DISCIPLINE

7A. CAUSES FOR DISCIPLINARY ACTION

In order to insure equitable and consistent application of disciplinary procedures, the following guidelines have been established. (Disciplinary procedures as detailed in the collective bargaining agreements supersede these guidelines). The key in selecting which disciplinary action to implement is that the consequence must be handled according to the seriousness of the offense, given the circumstances and the employee's past work record. In discipline, the supervisor must consider all factors. The need for a uniform discipline policy is two-fold.

It protects the employee from unjust disciplinary action.

It protects the employer from accusations of unfair disciplinary action by documenting a series of progressive measures. This article shall not limit the ability of the Village to take actions regarding employees caused by the lack of work or a change in Village policies or finances.

The Village of Carol Stream expects all employees' overall conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. Each of the following circumstances is sufficient cause for disciplinary action against an offending employee. The illustrations of offenses listed are not intended as a complete inventory of what can occur in the work environment; such a list would be limitless, but it is to serve as a guide in determining appropriate action.

- Intoxication *or* being under the influence of illegal drugs while on duty, the use of non-prescribed drugs, or use of prescribed drugs that could impair the employee's performance without notifying the supervisor, while on duty.

- Any act of sexual harassment *in violation of the Village's anti-harassment policy.*

- Negligent destruction or loss of property.

- Theft or willful destruction of property.

- Any act which endangers the safety, health, or well being of another Village employee or guest which is of sufficient magnitude that the consequences cause, in whole or in part, disruption of work or discredit to the organization.

- Any act of violence including any threats of violence.

- Incompetence or inefficiency in the performance of the duties of the position. The term "incompetence" shall mean a lack of ability, knowledge or fitness to perform duties, which are reasonably within the scope of employment. The term "inefficiency" shall mean the performance of the duties of the position at a level lower than the level ordinarily expected of other employees in similar positions. At the same time the deficiencies and/or offense are noted, a timetable may be placed in writing by which the individual must improve performance to an acceptable level. The use of a timetable is not appropriate where the employee's actions are of such serious impact that dismissal is likely to occur within a short time.

- Failure to perform the duties of the position because of neglect or fatigue.

- Inappropriate behavior such as sleeping during work time.

- Insubordinate actions, including willful disobedience of a rule, order or directive.

- Falsification or fraud in securing employment.

- Falsification or false representation of events or documents by the employee in the course of their employment.

- False representation to a superior as to the quality and/or quantity of work performed.

- Obtaining or revealing confidential information in any unauthorized manner.

- Operating a Village vehicle recklessly or without an appropriate valid driver's license.

- Bringing a weapon onto Village premises or while performing Village work, other than specifically required to perform one's job duties.

- Soliciting donations, gifts or other valuable things for any personal purpose during work hours (the employee also shall not sell any items or solicit any goods, services or products). During non-working hours, no individuals, by representing to the public that they are a Village Employee, shall solicit any donation, fee, gift or other valuable thing for any personal gain. Also, the employee by representing to the public that they are a Village Employee during non-working hours shall not sell any item or solicit any goods, services or products.

- Unauthorized use of Village property or services of other employees for unauthorized purposes.

- Absence without leave, the use of sick leave or any leave of absence in an unauthorized manner, a record of excessive absence including excessive tardiness. Engaging in unauthorized outside employment when on leave.

- Absence from workstation not authorized by the supervisor.

- Any knowledgeable act of unlawful discrimination or harassment by a Village employee on the basis of sex (including sexual harassment), age, religion, ethnic origin or disability or other protected category in violation of the Village's policy.
- Failure to obey safety rules or to use required safety equipment.

- Any other activity, which is not compatible with good public service, shall be handled using the definitions below as guidelines for appropriate action.

7B. FORMAL DISCIPLINARY MEASURES

Every stage of disciplinary action should be documented. A form, the "Disciplinary Action Notification" may be used to record any step in the disciplinary action process, which follows.

Oral Reprimand: Unless the severity of the action requires a stronger or more direct response, the first course of disciplinary action is an oral reprimand given by the supervisor or the Department Head. Although an oral reprimand shall not be kept in the personnel file, the department should keep record of such action.

Written Reprimand
or
Written Notice: Unless the severity of the action requires a stronger or more direct response, the second step in the disciplinary procedure is a written notice issued to the employee by the supervisor or Department Head. A notice of disciplinary action form may be completed which will include a description of the incident for which the warning is issued, an outline of the circumstances surrounding the incident, and any written comment the employee wishes to include and shall be placed in the employee's personnel file. The employee shall be given an opportunity to sign indicating receipt of such a written reprimand. Failure to sign will be noted.

Suspension: A suspension, or temporary separation from the Village service without pay, is the third course of disciplinary action. Discipline at the level of suspension or above must be recommended by the Department Head, with approval by the Village Manager. When a suspension is enacted, the Department Head taking such action will provide written documentation, with a copy placed in the employee's file.

Exempt employees, in accordance with the Fair Labor Standards Act and Illinois Minimum Wage Act, are subject to unpaid partial week disciplinary suspensions only for safety violations of major significance.

An employee who is arrested and charged with criminal offense may be suspended by the Village Manager pending final disposition of the case.

Demotion: Employees may be demoted or assigned to less responsible work, when their work has not been satisfactory or for other reasons affecting their work, but if not so serious as to warrant dismissal. A reduction in salary shall accompany such demotion. When a vacancy exists in a lower class for which the employee is qualified, the Department Head, with the approval of the Village Manager, may place the employee in the vacancy. When no such vacancy exists, the Department Head shall notify the Village Manager and the employee will be terminated without prejudice to be rehired if he applies and is selected for a vacancy in the future.

Dismissal: The final course of disciplinary action is utilized only as a means of insuring high quality public service to the community. Whenever the actions or attitudes of an employee seriously conflict with the policies, rules and practices of the Village, the Department Head may recommend the dismissal of an employee. The Village Manager must approve all dismissals.

If a situation arises that in the opinion of the supervisor necessitates immediate disciplinary action for safety and protection of public property, and if the Department Head or Village Manager is not available, then the supervisor has the authority to order the offending employee to immediately leave the job site until review of the situation is completed by the Department Head or Village Manager. The supervisor shall, however, inform the offending employee of the reason why the order is being made and shall accord the employee some opportunity to respond to the order to leave the job site.

Whenever a disciplinary action is to be taken against a regular employee of written reprimand or greater, the employee shall be advised in writing by the Department Head of the violations and the discipline that will be administered. The Disciplinary Action Notification form may be used which contains this statement. A meeting will then be scheduled with the employee to discuss the discipline and the employee will be given the opportunity to respond to allegations against him.

In the case of a suspension, demotion, or dismissal, the employee is advised, in writing, that he may appeal the action in accordance with *Chapter 8, Grievances*. The procedure for appealing suspensions and dismissals for sworn personnel is contained in the Rules and Regulations of the Village of Carol Stream Board of Fire and Police Commissioners. A grievance review shall be limited to two areas:

> The facts used in determining whether an incident occurred requiring disciplinary action.

The process used in disciplining the employee once the act occurs.

CHAPTER 8 - GRIEVANCES

8A. DEFINITION

Employees are encouraged to promptly discuss with their supervisor any work related problem. It is the desire of the Village of Carol Stream to encourage open, informal communication between Supervisors and their staff. All levels of employees are encouraged to discuss any misunderstandings as they arise. However, it is recognized that there may be certain issues that may not be resolved in this manner; therefore formal written procedures have been established.

A grievance for the purposes of this section is defined to mean any complaint arising out of his employment, other than for employees whose collective bargaining agreement contains a grievance process.

A grievance may not, however be filed regarding a decision rendered by an administrative official in the area of management rights as defined in *Chapter 1, Section B - Management Rights*. For sworn police personnel in matters of discipline, the appeal procedures are contained in the *Rules and Regulations of the Carol Stream Board of Fire and Police Commissioners*. State Statutes may also apply.

The Employee Relations Director may discuss the appeal process procedures with the employee and/or his supervisor. In certain very unusual circumstances it may be justified for the employee to talk to the Employee Relations Director initially about the situation without penalty or repercussion from the supervisor or department head.

All employees should understand that circumstances, which give rise to a grievance, should not exempt the employee from the responsibility of completing an assigned task.

8B. PROCESS

When an employee wishes to exercise the right to initiate the process, the following procedure shall be implemented:

Step 1: To Direct Supervisor

The employee may file a written grievance. The grievance must be made within seven (7) working days after the aggrieved actions occur. Failure to file within this time shall waive any rights to the grievance process.

- The initial grievance is directed to the immediate supervisor.

- The initial grievance shall include sufficient documentation about the reasons for the grievance.
- The grievance shall include the specific section of the personnel manual, which the employee believes to be violated if applicable.

The supervisor shall be responsible for:

- making inquiry into the facts and circumstances of the grievance

- for providing the employee with a written decision within seven (7) working days after receipt of the grievance.

- provide a copy of above to the Department Head and the Employee Relations Director.

If the Department Head initiated the action being grieved, Step 1 shall not apply and the procedure may start with Step 2.

If the grievance involves suspension, demotion or dismissal, the procedure may start at Step 2. In cases where the Village Manager determined a dismissal, suspension, or demotion, the grievance may be made directly to the Village Manager - Step 3.

Step 2 - To Department Head

If the employee is dissatisfied with the response from his immediate supervisor of if a response is not received within seven (7) days, the employee may present the grievance to the Department Head. This action shall be made in writing to the Department Head and shall include all documents from Step 1.

The Department Head shall review the grievance and may conduct a separate investigation. The Department Head will render a written decision within 7 working days of the receipt of the employee's grievance.

A copy of this decision shall be provided to the Employee Relations Director and the employee involved.

Step 3 - Final Appeal to the Village Manager or Designee

If the employee is not satisfied with the Department Head's response or if a response is not received within seven (7) working days, the employee shall have the right to *grievance* in writing within seven (7) working days to the Village Manager.

The Village Manager or his designee shall review the matter with the appealing employee within ten (10) working days. All information obtained in the previous steps will be examined, as well as other information gathered by the Manager or his designee. After such a meeting the Manager will make a decision within fifteen (15) working days. The Manager's decision concerning all grievances shall be final.

Throughout the process, either party may request an extension for additional time to review the facts of the case, but the process shall not be unreasonably delayed.

Under certain unusual circumstances a grievance may be presented directly to the Village Manager after consulting with the Employee Relations Director. Every effort must be made, however, to follow the formal grievance process as described here.

APPENDIX A

NON-EXEMPT (from overtime) CLASSIFICATIONS

ACCOUNTS CLERK
ADMINISTRATIVE SECRETARY
BUILDING MAINTENANCE EMPLOYEE
BUILDING MAINTENANCE SUPERVISOR
CODE PROFESSIONAL
COMMUNITY SERVICE TECHNICIAN
ENGINEERING INSPECTOR
EVIDENCE CUSTODIAN
~~EXECUTIVE SECRETARY~~ Formatted: Strikethrough
GARAGE & FACILITIES SUPERVISOR
INFORMATION SYSTEMS TECHNICIAN
MECHANIC
PERMIT SYSTEMS COORDINATOR
POLICE OFFICER
~~PUBLIC WORKS CLERK~~ Formatted: Strikethrough
PUBLIC WORKS EMPLOYEE I
PUBLIC WORKS EMPLOYEE II
PUBLIC WORKS EMPLOYEE III
RECORDS CLERK
RECORDS SUPERVISOR
SECRETARY
TRAINING COORDINATOR / BUDGET ANALYST
~~WRC CLERK~~ Formatted: Strikethrough
WATER & SEWER EMPLOYEE I
WATER & SEWER EMPLOYEE II
WATER & SEWER EMPLOYEE III

APPENDIX B

EXEMPT (from overtime) & EXECUTIVE CLASSIFICATIONS

ACCOUNTANT
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
ASSISTANT FINANCE DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
ASSISTANT VILLAGE ENGINEER
ASSISTANT TO VILLAGE MANAGER (E)
ASSISTANT VILLAGE MANAGER (E)
CHIEF OF POLICE (E)
COMMANDER
COMMUNITY DEVELOPMENT DIRECTOR (E)
DEPUTY POLICE CHIEF
EMPLOYEE RELATIONS DIRECTOR (E)
ENGINEERING SERVICES DIRECTOR (E)
FINANCE DIRECTOR (E)
INFO SYSTEMS SUPERVISOR
MAINTENANCE SUPERINTENDENT
PUBLIC WORKS DIRECTOR (E)
PUBLIC WORKS SUPERINTENDENT
SERGEANT
~~STREETS SUPERINTENDENT~~
SOCIAL SERVICES ~~DIRECTOR~~SUPERVISOR
SOCIAL WORKER
~~WATER & SEWER SUPERVISOR~~

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(E) Indicates Executive Group.

AGENDA ITEM
G-2 4-15-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director

DATE: April 8, 2013

RE: **Agenda Item for the Village Board Meeting of April 15, 2013 – Employee Leasing Agreement With GovTempsUSA For Seasonal Property Maintenance Inspector**

PURPOSE

The purpose of this memorandum is to request from the Village Board approval of the referenced agreement.

DISCUSSION

During 2012, staff recommended and the Village Board approved certain enhancements to the Community Development Department's Code Enforcement Program, one of which was the hiring of a seasonal contract employee for the months of April through September to supplement the department's Property Maintenance Code enforcement staff, focusing on the maintenance of vacant properties in particular. The use of a Seasonal Property Maintenance Inspector was successful during 2012 in enabling staff to manage property maintenance code violations in the Village's residential neighborhoods, and so the initiative was included in the FY13/14 Annual Budget.

Attached is an *Employee Leasing Agreement* with GovTempsUSA, the same temporary staffing firm which provided a temporary engineering inspector and a temporary Property Maintenance Inspector to the Village during 2012. The attached agreement is the same as was reviewed and approved by the Village Attorney last year; staff has reviewed the particulars of the agreement and we find it acceptable.

RECOMMENDATION

Staff recommends that the Village Board authorize the execution of the attached *Employee Leasing Agreement* with GovTempsUSA in the amount of $28.00 per hour with a not-to-exceed amount of $11,200.00.

RJG:bg
c:\consultant services\govtempsusa\2013 agreement - vb memo.docx

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 3rd day of April, 2013 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and Village of Carol Stream (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. The Parties agree that **Exhibit A** shall establish the framework by which GovTemps shall hire and supply the Worksite Employee and shall not represent a binding obligation that the Municipality accept placement for any Worksite Employee identified on **Exhibit A**. The Municipality shall provide written direction to GovTemps as to the specific need and details for each Worksite Employee at any time during the term of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, at the sole discretion of the Municipality, that GovTemps remove the Worksite Employee and such request shall not be withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps and Worksite Employee are and shall remain independent contractors, and not employees, agents, partners of, or joint venturers with, the Municipality. The Worksite Employee shall remain the employee of GovTemps at all times during the term of this Agreement. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps's own account in accordance with federal and Illinois law and GovTemps's standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. At no time shall the Municipality City be required to pay any amount in addition to the fees set forth in Section 3.01 and **Exhibit A.**

Section 2.04. Vacation, Sick and Personal Leave. The Worksite Employee shall not be entitled to any paid leave during his or her placement for employment with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality notify GovTemps within forty-eight (48) hours of the absence, and GovTemps shall deduct the absence from the fees due pursuant to Section 3.01, provided that if an absence injury occurs on a Friday or weekend, said absence shall be reported on the next business day.

Section 2.05. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

Section 2.06. Other Obligations of GovTemps. GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.07. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.08. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages by GovTemps, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall, at its sole discretion, have the right to have the Worksite Employee removed at any time and for any reason, in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee and that Worksite Employee shall receive all direct or indirect compensation including employee benefits from GovTemps;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within forty-eight (48) hours of acquiring such knowledge, provided if an injury occurs on a Friday, weekend or holiday, said injury shall be reported on the next business day. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but shall not be required, to make available an appropriate light duty work assignment for such Worksite Employee, but only if such light duty assignment is available and feasible; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within forty-eight (48) hours following notification of said injury by employee or employee's representative, provided if an illness, accident or injury occurs on a Friday, weekend or holiday, said illness, accident or injury shall be reported on the next business day.

SECTION 3
FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the form of the base compensation as identified by the parameters set forth on **Exhibit A** and specifically agreed to at the time the Worksite Employee is placed with the Municipality. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee, provided the Municipality reports said absence in accordance with Section 2.04, and any fees due shall be reduced to account for any reported absences of the Worksite Employee.

Section 3.02. Increase in Fees. There shall be no increase in fees during the term of this Agreement. Provided, however, should the Municipality decide to increase the base compensation as provided for and identified on **Exhibit A**, the fee shall be adjusted as set forth in Section 3.01

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within twenty-one (21) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

Section 4.02. Certificate of Insurance. Upon request, either Party shall provide the other Party with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality and GovTemps shall both maintain in effect automobile liability insurance which

shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on April 29, 2013 and shall continue in effect thereafter for a period of five (5) month(s), unless extended for up to eight additional weeks by written agreement of the Parties; or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within thirty (30) days, the notice shall be of no further effect. If such failure is not remedied within the thirty (30) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement For Reason Other than Material Breach. Either Party may terminate this Agreement for reason other than material breach by giving fourteen (14) days prior written notice to the other Party. Upon such termination, GovTemps shall be paid for the time period through the effective date of termination.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled and limited to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives and employees, including the Work Site Employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, and (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8
ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GOVTEMPSUSA, LLC 500 Lake Cook Road, Suite 350 Deerfield, Illinois 60015 Attention: Joellen C. Earl Telephone: 847-580-4248 Facsimile: 866-803-1500
If to the Municipality:	Village of Carol Stream 500 North Gary Avenue Carol Stream, IL 60188 Attention: Robert Glees Telephone: 630-871-6230 Facsimile: 630-665-1064

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Lake County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By: _____
Name: Joellen C. Earl
Title: President/Co-owner

MUNICIPALITY
Village of Carol Stream

By: _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Edward Herzog

POSITION/ASSIGNMENT: Seasonal Property Maintenance Inspector

BASE COMPENSATION: $28.00 per hour for hours worked, based on a twenty (20) hour work week ($560.00 per week). Standard hours will be paid unless the Village reports otherwise to GovTempsUSA, LLC via email at payroll@govtempsusa.com on the Monday after the prior work week. Any change to standard hours should be reported on the Monday after the prior work week by the close of business. Agreement is for twenty (20) weeks – April 29, 2013 until September 13, 2013. Worksite Employee may leave assignment by providing thirty (30) days written notice.

GOVTEMPSUSA, INC.:	MUNICIPALITY:
By:_____	By:_____
Date:_____	Date:_____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Not applicable.

AGENDA ITEM
G-3 4-15-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director

DATE: April 9, 2013

RE: **Agenda Item for the Village Board Meeting of April 15, 2013 Purchase Orders for Professional Services – B&F Technical Code Services, Inc.**

PURPOSE

The purpose of this memorandum is to request approval from the Village Board for purchase orders with B&F Technical Code Services for plumbing inspections, permit plan reviews, commercial/industrial inspections and general code consulting services.

BACKGROUND

The Community Development Department uses B&F Technical Code Services to provide plumbing inspections and permit plan reviews on a regular basis as a part of our development services processes, and commercial/industrial inspections and general consultant services on an as-needed basis to cover short-term staffing needs or ad hoc business development assistance. The Village has used B&F for this purpose for many years.

As we have done for the past four years, we recently conducted a performance evaluation session with B&F staff to review and improve work quality and process efficiency. We can report that the working relationship between B&F and Community Development staff continues to be well-organized and effective, and B&F can be counted on to meet the Village's performance standards. This is very important, as an efficient and predictable development approvals process is one of the Village's most effective economic development tools. With respect to the cost of services, we would note that B&F's fee schedule has not changed since 2003.

For the Village Board's benefit, we offer the following history of recent expenditures for building code consultant services. We would note that, while the general trend is an increase in the use of consultant services, the

substantial jump in plan review activity during FY12/13 is due to the consultant being assigned Fire Code plan reviews, which previously were done by the Fire Protection District. A significant amount of the plumbing inspection activity is due to the inspection work at the Fountain View Recreation Center.

EXPENDITURES				
B&F CONSULTANT SERVICES	**FY09/10**	**FY10/11**	**FY11/12**	**FY12/13**
Plumbing Inspections	$12,884	$15,350	$18,316	$21,370
Permit Plan Reviews	47,673	49,926	53,306	78,865
Comm/Ind Inspections	4,780	746	0	0
General Code Consulting	1,125	1,275	500	0
Totals	$66,462	$67,297	$72,122	$100,235

DISCUSSION

As we enter a new fiscal year, the Community Development Department needs to open new purchase orders for budgeted consultant services during FY13/14. Attached are a Contractor's Agreement and proposals for consultant services from B&F Technical Code Consultants, for which staff recommends approval by the Village Board. The status of the FY12/13 purchase orders and recommended amounts for the coming fiscal year are as follows:

FY13/14 RECOMMENDED PURCHASE ORDER AMOUNTS			
PURCHASE ORDER	**FY12/13**	**FY13/14 BUDGET**	**RECOMMENDED PO AMOUNT**
Plumbing Inspections	$21,370	$20,000	$20,000
Permit Plan Reviews	78,865	90,000	75,000
Comm/Ind Inspections	0	5,000	5,000
General Code Consulting	0	1,000	1,000
Totals	$100,235	$116,000	$101,000

The purchase order amounts proposed for FY13/14 would encumber $101,000 of the budgeted $116,000. All plan review and inspection work except General Code Consulting is reimbursed to the Village via the permit process.

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager by motion to execute an Independent Contractor's Agreement and purchase orders with B&F Technical Code Services as follows:

- Plumbing Inspections - $20,000.00
- Permit Plan Reviews - $75,000.00
- Commercial/Industrial Inspections - $5,000
- General Code Consulting - $1,000.00

RJG:bg
t:\consultant services\b&f technical code services\b&f agreement 2013 - vb memo.docx

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between B & F TECHNICAL CODE SERVICES, INC herein referred to as the *"First Party"*; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the *"Second Party"*.

WHEREAS, *"First Party"* will be performing various work under contracts with the said *"Second Party"* entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the *"Second Party"* and said *"First Party"* may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the *"First Party"* hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.

2. To protect, indemnify, hold and save harmless and defend the *"Second Party"* against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the *"First Party"* hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the *"Second Party"* whether latent or patent, or from other causes whatsoever, except that the *"First Party"* shall have no liability or damages or the costs incident thereto caused by the sole negligence of the *"Second Party"*.

3. To keep in force, to the satisfaction of the *"Second Party"*, at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than $1,000,000 and Property Damage Insurance with limits of not less than $1,000,000. The *"First Party"* agrees that at any time upon the demand of the *"Second Party"* proof of such insurance coverage as will be submitted to the *"Second Party"*. There shall be no additional charge for said insurance to the *"Second Party"*.

4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure

to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.

6. To indemnify *"Second Party"* for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the *"First Party"* or of the subcontractors.

7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the *"First Party"* shall have full control of the ways and means of performing the work referred to above and that the *"First Party"* or his/its employees, representative or subcontractors are in no sense employees of the *"Second Party"*, it being specifically agreed that in respect to the *"Second Party"*, the *"First Party"* bears the relationship of an independent contractor.

This agreement shall be in effect from the__day of _____ 20__ until the ___ day of _____, 20___ inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ____day of 20___.

FIRST PARTY:

CONTRACTOR D & F TECHNICAL CODE SERVICES

SIGNED Kenneth Garrett

BY: KENNETH GARRETT

TITLE: VICE - PRESIDENT

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	$1,000,000 Combined Single Limit $2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

TECHNICAL CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

PLUMBING INSPECTION SERVICES

March 25, 2013

SUBMITTED TO:

Robert Glees
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICE AGREEMENT
PLUMBING INSPECTIONS

Services Provided

B & F Technical Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.

Each inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure and other equipment as determined to provide a quality inspection.

Each inspector shall utilize B & F Technical Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Technical Code Services, Inc. company vehicle to conduct inspections.

Inspections shall be scheduled via fax to our office no later than 4:00 o'clock the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Technical Code Services, Inc.

The inspector will be available during the hours designated above to perform inspections as assigned. The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

Fee

Plumbing Inspections, meetings and/or small plan reviews are invoiced on an hourly rate at eighty dollars ($80.00) per hour plus one-way travel time.

B & F TECHNICAL CODE SERVICES, INC.
2401 West Hassell Road • Suite 1550 • Hoffman Estates, IL 60169
Phone: (847) 490-1443 • Fax: (847) 490-1476

The following covers All B & F Technical Code Services, Inc. employees:

A. Workers Compensation Insurance;
B. General Liability Insurance underwritten by Hartford Insurance Company; and
C. Professional Liability Insurance underwritten by Hartford Insurance Company.

Accepted By	_____	**Accepted By**	_____
Please Print	_____	**Please Print**	_____
Title	_____	**Title**	_____
Date	_____	**Date**	_____

B & F TECHNICAL CODE SERVICES

Accepted By _____

Please Print _____

Title _____

Date _____

The Village of Carol Stream shall agree not to attempt to hire any of B & F Technical Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Technical Code Services, Inc.

TECHNICAL CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

VILLAGE OF CAROL STREAM

PROPOSAL

FOR

PROFESSIONAL SERVICES

BUILDING PLAN REVIEW

March 25, 2013

SUBMITTED TO:

Robert Glees
Community Development Department
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188-1899

PROFESSIONAL SERVICE AGREEMENT
BUILDING PLAN REVIEW

Services Provided

B & F Technical Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Technical Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews which are requested. A copy of the form is provided.

All reviews include:

1. Unlimited reviews with no additional fee
2. Free shipping of plans to our office
3. First review in 9 business days
4. Second and additional reviews in 5 business days
5, Reports can be faxed or e-mailed
6. One meeting on the project with no fee
7. Unlimited telephone calls at no fee
8. All reviews are performed by employees of B & F Technical Code Services, Inc.

Fees

The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.

The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.

All B & F Technical Code Services, Inc. employees are covered by the following:

A. Workers Compensation Insurance;
B. General Liability Insurance underwritten by Hartford Insurance Co.; and
C. Professional Liability Insurance underwritten by Hartford Insurance Company.

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.

B & F TECHNICAL CODE SERVICES, INC.
2401 West Hassell Road, Suite 1550 • P.O. Box 957648 • Hoffman Estates, IL 60195
Telephone: (847) 490-1443 • Fax: (847) 490-1476

TECHNICAL CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

VILLAGE OF CAROL STREAM

PROPOSAL

FOR

INSPECTION SERVICES

March 25, 2013

SUBMITTED TO:

Robert Glees
Community Development Department
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICE AGREEMENT
BUILDING, MECHANICAL, ELECTRICAL INSPECTIONS

Services Provided

B & F Technical Code Services, Inc. will provide one ICC Certified Inspector to perform commercial/industrial building, mechanical and electrical inspections within the limits of the Village of Carol Stream in the afternoons on Monday, Wednesday and Friday.

The inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, electrical tester, tape measure and other equipment as determined to provide a quality inspection.

The inspector shall utilize forms acceptable to the Village of Carol Stream. These forms are three-part carbonless forms. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Technical Code Services, Inc. company vehicle to conduct inspections.

Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Technical Code Services, Inc.

Inspections shall be billed at an hourly rate of $80.00 per hour per inspector plus one-way travel time. The minimum number of hours billed per day shall be 2-hours regardless of the number of inspections and including travel time. Travel time will only be charged if the inspector works less than an 8-hour day.

The inspector will be available during the hours designated above to perform inspections as assigned. The Inspector will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Technical Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Technical Code Services, Inc.

The following covers all B & F Technical Code Services, Inc., employees:

A. Workers Compensation Insurance;
B. General Liability Insurance underwritten by Hartford Insurance Co.; and
C. Professional Liability Insurance underwritten by Hartford Insurance Company.

Accepted By	_____	Accepted By	_____
Please Print	_____	Please Print	_____
Title	_____	Title	_____
Date	_____	Date	_____

B & F TECHNICAL CODE SERVICES, INC.
2401 W. Hassell Road, Suite 1550 • P.O. Box 957648 • Hoffman Estates, IL 60195
Phone (847) 490-1443 • Fax (847) 490-1476

TECHNICAL CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

VILLAGE OF CAROL STREAM

PROPOSAL

FOR

CODE CONSULTING SERVICES

March 25, 2013

SUBMITTED TO:

Robert Glees
Community Development Department
Village of Carol Stream
500 North Gary Avenue
Carol Stream Illinois, Illinois 60188-1899

PROFESSIONAL SERVICE AGREEMENT
Code Consulting Services

Services Provided

B & F Technical Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of code books and local amendments.

Code Consulting shall consist of the following:

1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.
2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.
3. Respond to code questions and interpretations from design professionals, contractors, owners and the Village of Carol Stream.
4. Provide written interpretations of code requirements as directed by the Director of Community Development.
5, Attend meetings as requested by the Village.
6. If requested by the Village provide, office time to assist in administration of the department and/or coordinate building code meetings and render interpretations.
7. Provide other responsibilities as directed by the Village of Carol Stream.

Fees

Option A

The Village of Carol Stream shall reimburse B & F Technical Code Services in the minimum monthly amount of $1,000.00. Monthly hours exceeding ten hours shall be invoiced at the rate of $80.00 per hour.

Option B

The Village of Carol Stream shall reimburse B & F Technical Code Services in the amount of $100.00 per hour. Invoicing shall be calculated on increments of quarter hours. There is no minimum amount we will invoice for actual time based on fifteen-minute increments.

When signing below indicate the option chosen for this proposal.

B & F TECHNICAL CODE SERVICES, INC.
2401 West Hassell Road, Suite 1550 • P.O. Box 957648 • Hoffman Estates, IL 60195
Telephone: (847) 490-1443 • Fax: (847) 490-1476

The following covers all B & F Technical Code Services, Inc., employees:

A. Workers Compensation Insurance;
B. General Liability Insurance underwritten by Hartford Insurance Co.; and
C. Professional Liability Insurance underwritten by Hartford Insurance Company.

Accepted By	_____	Accepted By	_____
Please Print	_____	Please Print	_____
Title	_____	Title	_____
Date	_____	Date	_____

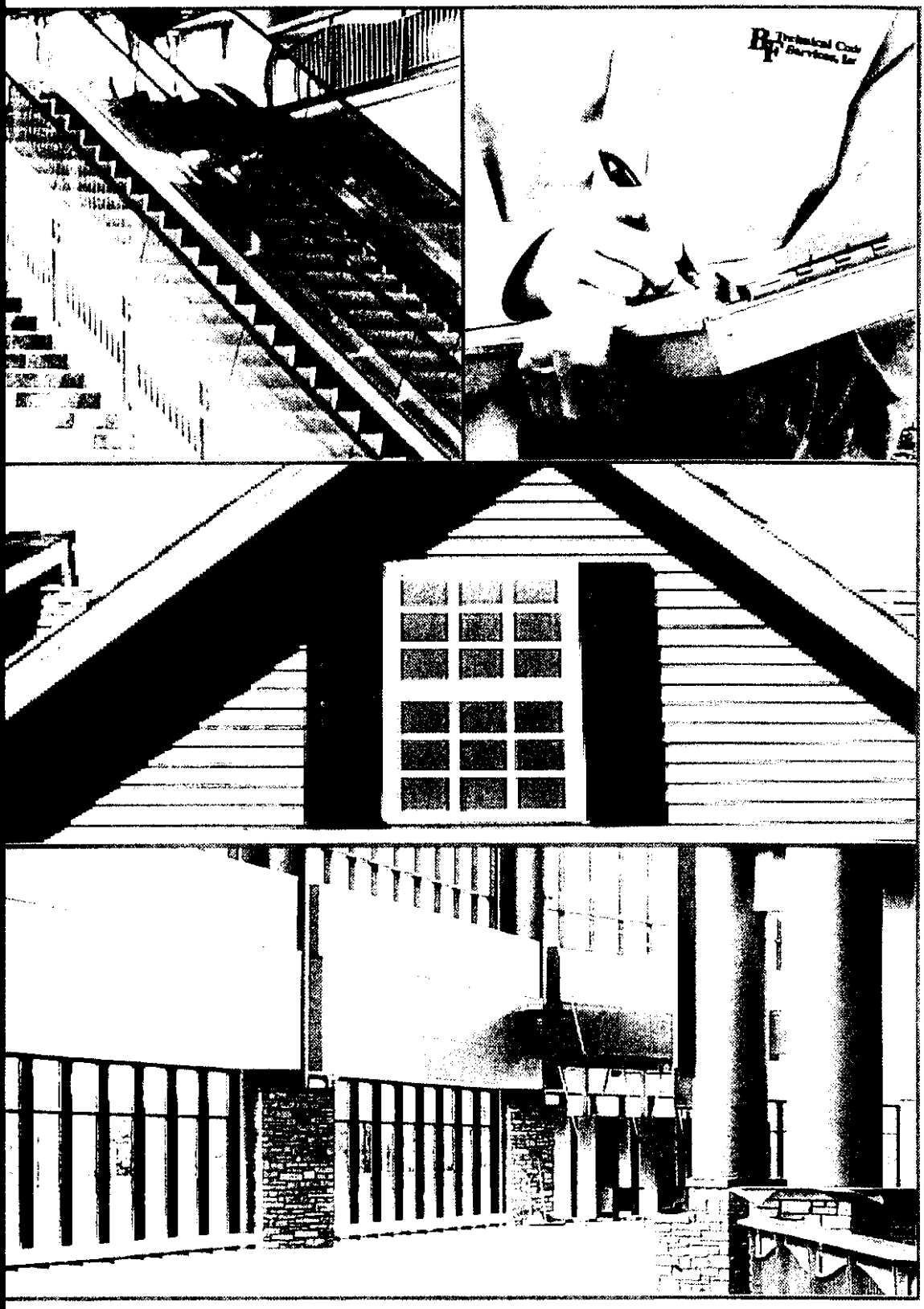
The Village of Carol Stream shall agree not to attempt to hire any of B & F Technical Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Technical Code Services, Inc.

B & F TECHNICAL CODE SERVICES, INC.
2401 West Hassell Road, Suite 1550 • P.O. Box 957648 • Hoffman Estates, IL 60195
Telephone: (847) 490-1443 • Fax: (847) 490-1476

B&F TECHNICAL CODE SERVICES, INC.

BUILDING & FIRE PROTECTION

PLAN REVIEW • INSPECTIONS • CODE CONSULTING



Plan Review

Inspections

Training

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility

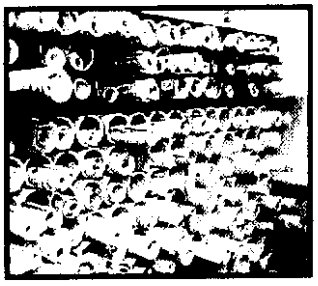
Safety Training

SERVICES & FEE SCHEDULE

B & F Technical Code Services, Inc.

B & F Technical Code Services, Inc., provides complete Plan Review Services for municipal building departments nationwide. Plan reviews are based on model building codes including the **International Code Series**, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, and accessibility requirements.

For **Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection** systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.

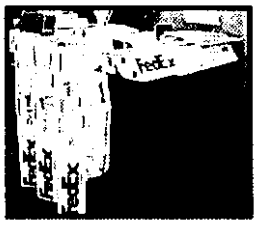


Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and informs your office of compliance or noncompliance with applicable codes and standards.

First plan reviews are completed within **9** business days of receipt; additional reviews completed within **5** business days of receipt. Free telephone consultation for all projects, all disciplines and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

Additional Benefits

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent reviews for the same project discipline are performed at no additional charge. This means from beginning to end, you know what the total cost will be. No surprises. No "extras."



Free Federal Express Shipping of your plans and specifications to our office is provided for all municipal building departments. Nationwide, your documents reach us next day — at no cost to you.

Fast Turnaround Service of your plan review. First reviews are completed and in your office within 9 business days of receipt. Additional reviews are completed within 5 business days.

Priority Express Review Service is available for projects requiring an expedited review and is completed within 3 business days (additional fee required).

Choose the Billing Method that best suits your municipality. We will bill directly to the municipality or other responsible party as designated.

B & F Technical Code Services, Inc.
2401 W. Hassell Road, Suite 1550 • Hoffman Estates, IL 60169
P.O. Box 957648 • Hoffman Estates, IL 60195
Phone: (847) 490-1443 • Fax: (847) 490-1476 • Toll Free: (800) 232-5523
www.bftechcs.com • bftech@bftechcs.com

Call us - We're here to help.

Why More Municipalities Choose B & F Technical Code . . .

NATIONWIDE

> We know the codes.
> We include your local ordinances.
> We're here when you need us.
> Fast, accurate, reliable service.
> No hidden costs. No "extras."
> We answer your questions.
> No project too big or complex.
> We are fully insured & insure you.
> Proven knowledge & experience.
> We provide the services you want.
> Our reputation.
> We're Here To Help.

- International Code Series
- BOCA® National Codes
- Uniform Codes
- Standard Codes
- National Electrical Code
- National Fire Code
- Accessibility Codes
- CABO One & Two Family Dwelling Code
- State Codes/Amendments
- Local Ordinances

© 2008 B & F Technical Code Services, Inc.

Effective October 2003

Plan Review Fee Schedule

Building Size	Building Review	Building Plumbing & Mechanical	Building Plumbing Mechanical & Electrical
Up to 60,000 Cubic Ft.	$347.75	$ 522.16	$ 695.50
60,001 to 80,000 Cubic Ft.	$428.00	$ 642.00	$ 856.00
80,000 to 100,000 Cubic Ft.	$547.70	$ 818.55	$1,091.40
100,001 to 150,000 Cubic Ft.	$625.95	$ 938.93	$1,251.90
150,001 to 200,000 Cubic Ft.	$711.55	$1,067.33	$1,423.10
Over 200,000 Cubic Ft.	$838.00 + 8.00 (per 10,000 Cu. Ft.)	Building Fee x 1.5	Building Fee x 2.0

Footing and Foundation.....25% of Building Review (Minimum $300.00)
Commercial/Industrial Zoning.....120.00 per 20,000 square feet of site area

One and Two Single Family Dwellings

Up to 3,000 square feet (including basement)	450.00	per Dwelling Unit
Up to 3,000 square feet (including basement and zoning)	525.00	per Dwelling Unit
Over 3,000 square feet (including basement)	.15	per Square Foot
Over 3,000 square feet (including basement and zoning)	.175	per Square Foot
Elevator Plan Review	300.00	per Elevator Bank
Hood & Duct Plan Review (Type 1)	300.00	per System
Hood & Duct Plan Review (Type 2)	200.00	per System
Spray Booth Plan Review	300.00	per Booth
Miscellaneous Plan Review	150.00	per Hour (Min. 150.00)
In-Ground Pool Plan Review	450.00	per Pool
NFPA 101 Plan Review	25%	of Building Review (Min. 300.00)
Priority Express Plan Review	x 2.5	of Base Plan Review
HPM, High Hazard, Processing Piping	x 1.5	of Base Plan Review
Fire Code	50%	of Review
Energy Code	50%	of Review

Fire Suppression & Detection Systems

Fire Suppression Systems
(Includes fire pump, hose stations and standpipes)
Hydraulically Calculated
Number of Sprinklers

Up to 100	$392.34
101 to 200	$494.34
201 to 300	$601.34
301 to 500	$708.34
Over 500	$815.34 + 1.00 each
Pipe Schedule	(See Miscellaneous Plan Review)

Alternate Fire Protection Systems

Carbon Dioxide, Clean Agent Systems	$112.35 to 105 lbs. (.80 each pound over)
Fire Detection and Alarm System	$149.80 First 15,000 sq. ft. (Prorated every 15,000 sq. ft. thereafter.)
Dry Chemical	$328.00 + alarm fees

Special Services

Code Writing and Adoption Assistance
Fee based on individual project.
Water Flow/Backflow Device Testing
Fee based on quantity and size.

Safety Training and Disaster Plans
Fee based on individual project.
Estimates upon request.
Building Department Analysis
Fee based on services needed.

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Inspections

From footings to occupancy, or anywhere between, we inspect Building, Plumbing, Mechanical, Electrical, Fire Protection and Detection systems for new and existing construction of commercial, industrial and single-family homes. Inspections are based on the adopted code(s) of the municipality, including local amendments and standard industry practices.

Inspections may be scheduled directly with our office by phone or fax. We provide our own easily identifiable vehicles and uniformed inspectors.

New and Existing Commercial Construction
Based on Building Square Footage

Building	.14 per square foot
Mechanical	.04 per square foot
Electrical	.04 per square foot
Plumbing	.04 per square foot

(Special Systems Additional)

Hourly and per inspection rates available. Call for details.

Residential Subdivisions
Call for Quote

Sprinkler Systems

First Riser	$300.00
Additional Risers	$100.00
Fire Pump Test	$300.00
Hydrostatic Test	$300.00

Fee based on number of risers and zones. Estimates upon request.

Hydrant Water Flow Test

Test within 25 miles	$300.00

Fire Alarm System

First 6 Zones	$325.00
Each Additional 6 Zones	$225.00

Addressable Systems
Fee Based on Building Layout
Call For Quote

Elevator Inspections

Elevator Bank	$300.00

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Building & Fire Code Academy
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Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), a subsidiary of B & F Technical Code Services, Inc., provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax and our Web site. Registrations are completed directly with our office.

Providing comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide.

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.

AUTHORIZED IACET PROVIDER

The Building & Fire Code Academy has been approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally. As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects Continuing Education System (AIA/CES) Registered Provider. Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours and/or state credit where applicable: specific courses are approved by individual states.

CONTINUING EDUCATION AIA REGISTERED PROVIDER

Building & Fire Code Academy
2401 W. Hassell Road, Suite 1550, Hoffman Estates, IL 60169
Phone (847) 884-4969 • Fax: (847) 884-4722 • Toll Free: (800) 488-7057
www.bfcacademy.com • bfca@bfcacademy.com

Building Better With Our Greatest Resource...Education®

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AGENDA ITEM
G-4 4-15-13

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: April 9, 2013

RE: Recommendation for Approval of Amendment No. 2 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center

BACKGROUND

In March 2011, the Village Board approved a five-year contract with CH2MHIll/OMI for operation and management of the Carol Stream Water Reclamation Center (WRC). The contract included a provision for annual review of costs by the Village and CH2MHill/OMI, including a formula for a default increase should the Village and CH2MHill/OMI fail to reach agreement[1].

I have worked with CH2MHill/OMI staff to review the various cost centers included in the base fee and to develop a Capital Expenditure ("CapEx") program for the coming fiscal year. The attached proposal requests an adjustment of 2.8% for the non-capital line items for the period May 1, 2013 through April 30, 2014.[2] The CapEx category will remain at $125,000 as established by contract. As a result, the combined operating and capital budget increase of 2.6% would be $42,919 (from $1,646,942 to $1,689,861).

The proposed CapEx program is attached and has been established based upon discussions between the operator and Public Works.

RECOMMENDATION

It is recommended that the Village Board approve Amendment No. 2 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center authorizing an increase of $42,919 for a total contract cost of $1,689,861 for the period May 1, 2013 through April 30, 2014.

Attachments

[1] The default adjustment would yield an increase of 2.8% for the coming year.
[2] During the prior five-years annual increases ranged from 2.2% to 5.12%.

AMENDMENT No. 2
To
THE AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT made on this 15th day of April, 2013, to the Agreement for Operations, Maintenance and Managements Services dated April 20, 2011, between the Village of Carol Stream, Illinois (hereinafter "Owner"), whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, Illinois 60188, and Operations Management International, Inc., (hereinafter "CH2M HILL OMI") whose address for any formal notice is 9189 S. Jamaica Street, Suite 400, Englewood, CO 80112.

1. Article 2.18 is hereby deleted in its entirety and replaced with the following Article 2.18:

   2.18 Manage a pre-approved Capital Expenditures Budget as defined in Exhibit A, provided the total amount CONTRACTOR shall be required to pay does not exceed $125,000 (herein after referred to as the "CapEx Limit") during the period of May 1, 2013 to April 30, 2014 of this Agreement. CONTRACTOR shall notify OWNER in writing when the CapEx Limit reaches 80%. Once the annual Limit has been reached at 100%, the CONTRACTOR shall provide written justification of additional expenditures over the limit and written authorization shall be required by the OWNER before such expenditures are made.

   On a monthly basis, OWNER shall pay CONTRACTOR for all Capital Expenditures incurred. OWNER shall pay CONTRACTOR actual cost plus 10% for Capital Expenditures cost in excess of the CapEx Limit Budget. CONTRACTOR shall negotiate each year with OWNER for any changes to the CapEx Limit budget.

2. Article 4.9 is hereby deleted in its entirety and replaced with the following Article 4.9:

   4.9 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a base fee of One Million Five Hundred Sixty Four Thousand Eight Hundred Sixty One Dollars (*$1,564,861*) for period of (May 1, 2013 to April 30, 2014) of this Agreement based on the following:

SUMMARY OF OPERATING CONTRACTS BUDGET:

WRC Operations - The expenditures budgeted from Sections 2.17, 2.18, 4.7 and 4.8 are as follows:

NO.	BUDGET ITEM	CONTRACTUAL AMOUNTS
1	*Total Fixed Operating Costs*	
	1. Subtotal Labor and Benefits Costs:	*$568,827*
	2. Subtotal Non-Labor Operating Costs	*$495,596*
	Total Labor and Operating Costs	*$1,064,423*
2	*Budgeted Utility Costs*	
	1. Electricity	*$258,000*
	1. Natural Gas:	*$11,198*
	Budgeted Utility Costs	*$269,198*
3	*Costs for Biosolids Hauling and Disposal:*	*$160,940*
4	*IPP Costs*	*$10,300*
5	*Repair Budget*	*$60,000*
	TOTAL BASE FIXED FEE (SUM OF ITEMS 1-5)	*$1,564,861*
	Capital Expenditure Budget (Not included in base fixed fee. See Article 2.18)	*$125,000*

Total Base Fixed Fee is based on seven (7) onsite FTEs.

Both parties indicate their approval of this Amendment by their signatures below.

Authorized signature:

Name: Natalie Eldredge
Title: Vice President

OPERATIONS MANAGEMENT INTERNATIONAL.INC.

Date: _____

Authorized signature:

Name: Frank Saverino
Title: Mayor

VILLAGE OF CAROL STREAM

Name: Beth Melody
Title: Village Clerk

Date: _____

Village of Carol Stream
Capital Expenditure 2013 Estimate

Process Area	Total Risk Score	Project MC Project Code	Work Description	Priority	Materials Estimate	Labor Estimate (External)	Vendor Quote	Estimated Start	Comments
Disinfection		Cl2 Analyzer Dosing Area	Install Cl2 analyzer before sandfilters to monitor dosing residual	2	$5,000.00	$2,000.00	USABluebook&Tri-R	May	To monitor dosing rate of Sodium Hypochlorite. Early warning if no hypo in system.
Aerobic Digesters		Waste Flow Monitoring	Install Prefab manhole and install flow meter and connect to old WAS meter and chart recorder Hook up to PLC	1	$20,000.00	$6,000.00		July	Process control, gives operators the ability to dial in exact wasting gallons.
Disinfection		Cover for Chlorine contact basins	Purchase and install winter pool covers on both CCB's to help with DO and cl2 residual	2	$6,000.00	$1,000.00		July	Chemical savings, UV blockage to hold chlorine residual.
Belt Press Dewatering		Painting of the BelPress Bldg and Garage	Clean and paint entire inside of bldg.	2		$25,000.00	AAA Painting	Aug	Asset maintenance, To help stop corrsion rate of piping and equipment.
Influent		Motor Rebuilds	Send out and rehab remaining screw pump motors.	1		$8,000.00	Eastland	Aug	2 Secondary Motors 50 HP & 2 Primary Motors 125 HP
Belt Press Dewatering		Door Replacement	Replace all corroded doors in Belt press bldg. Man Doors.	3	$6,000.00	$1,500.00	Pro-Line door	Aug	Building Maintenance.
Building Maintenance		HVAC	Replace remaining HVAC units on Admin Bldg.	1	$17,000.00		AMS Mechanical	Sept	Equipment replacment, Upgrade old failing units with a more energy efficent models to cut down electrical usage and maintenance costs.
Tertiary Treatment		Sandfilter Pumps	Install Flygt pump monitors on all backwash and washwater pumps for sandfilters	1	$5,000.00	$2,500.00		Nov	Asset management, early warning system for pump failures to cut down on maintenance and replacement costs.
Sludge Hauling		Dumpster Scales	Install truck scale for sludge dumpster	2	$15,000.00	$5,000.00		June	Sludge hauling, to optimize weight of solids in dumpster to save money for hauling costs.
					$74,000.00	**$51,000.00**			

PRIORITY		
	1	HIGH
	2	MEDIUM
	3	LOW
	4	Non Essential

Total	**$125,000.00**

AGENDA ITEM
G-5 4-15-13

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer

DATE: April 9, 2013

RE: Request to waive bids and award contract –
2013 Asphalt Restorative Sealer Phase I

A few years ago the Village began reducing the size of its asphalt overlay program, known as the "Flexible Pavement Project". This created a larger backlog of pavements that are in an advanced state of deterioration. Some of these problems have been addressed by increasing the size of our pavement patching projects, and restoring funding to the Flexible Pavement Project.

Currently, we have an Asphalt Rejuvenator Project that is used for pavements in good condition less than 10 years old. The product used is known as "GSB-88" and is not appropriate for older pavements. In order to keep these older pavements serviceable until they can be resurfaced with new asphalt, we are proposing to use a "Restorative Sealer" known as CRF designed to fill the gap between early preventative maintenance and total replacement.

Similar to the GSB-88, CRF is a proprietary product that is unable to be competitively bid. Staff therefore investigated and negotiated a proposal based on similar sized contracts in our area. This year we are proposing to apply restorative sealer to about 40,000 SY of residential streets that were paved about 10 years ago, but still serviceable.

The negotiated price was $1.15 per SY (the same as last year) for 41,037 SY and a total cost of $47,192.55. This maintenance procedure was budgeted at $378,000 for all restorative and rejuvenation projects, in the pavement maintenance portion of the Capital Improvements budget. Additional pavement sealer projects will be awarded in the future.

Engineering staff recommends that the bid process be waived and the 2013 Asphalt Restorative Sealer Phase I Project be awarded to CAM, LLC of Sugar Grove in the amount of $47,192.55.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

Attachment

Corrective Asphalt Materials, CAM, LLC

Asphalt Solutions and Industrial Dust Control
Airports · Roadways · Utilities · Parking Areas

Proposal	**Date: 4/3/13**
Proposal Submitted to: Village of Carol Stream	**Work to be performed at:**
Attn: Bill Cleveland	Street: Various Roads
Address: 500 North Gary Avenue	City/State: Carol Stream, IL
City/State/Zip: Carol Stream, IL 60188	
Telephone: (630)871-6220	
Fax: (630)665-1064	

Thank you for the opportunity to offer this proposal.

CAM, LLC will furnish and apply CRF® Restorative Seal to approximately 41,037 square yards of asphalt pavement in Carol Stream, IL.

CAM's responsibilities include:

- CAM will be responsible for resident notification.
- CAM will provide limestone screenings, we will apply as field conditions require.
- The Village of Carol Stream will provide space for limestone storage and water.
- CAM will provide for post street sweeping and street marking/if any

UNIT COST - $1.15 SY
TOTAL COST - $47,192.55
Payment: Net 30 Days

Respectfully submitted: CAM, LLC

Per: Jack Witte – President

Note: This proposal may be withdrawn by CAM, LLC if not accepted within 60 days.

Acceptance of Proposal

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

Date Accepted:_____ Signature:_____

Billing Information (please fill out upon acceptance)

Name : _____ Address: _____

Phone Number: _____ _____

43W.630 Wheeler Drive · Sugar Grove, Il 60554
Rachel (630) 631-2854 · Fax (630) 466-0522 www.cammidwest.com

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between Corrective Asphalt Materials, LLC herein referred to as the *"First Party"*; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the *"Second Party"*.

WHEREAS, *"First Party"* will be performing various work under contracts with the said *"Second Party"* entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the *"Second Party"* and said *"First Party"* may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the *"First Party"* hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.

2. To protect, indemnify, hold and save harmless and defend the *"Second Party"* against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the *"First Party"* hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the *"Second Party"* whether latent or patent, or from other causes whatsoever, except that the *"First Party"* shall have no liability or damages or the costs incident thereto caused by the sole negligence of the *"Second Party"*.

3. To keep in force, to the satisfaction of the *"Second Party"*, at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than $1,000,000 and Property Damage Insurance with limits of not less than $1,000,000. The *"First Party"* agrees that at any time upon the demand of the *"Second Party"* proof of such insurance coverage as will be submitted to the *"Second Party"*. There shall be no additional charge for said insurance to the *"Second Party"*.

4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the

Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.

6. To indemnify *"Second Party"* for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the *"First Party"* or of the subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the *"First Party"* shall have full control of the ways and means of performing the work referred to above and that the *"First Party"* or his/its employees, representative or subcontractors are in no sense employees of the *"Second Party"*, it being specifically agreed that in respect to the *"Second Party"*, the *"First Party"* bears the relationship of an independent contractor.

This agreement shall be in effect from the__day of _____ 20__ until the ___ day of _____, 20 inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this _ __day of 20___.

FIRST PARTY:

CONTRACTOR Corrective Asphalt Materials, LLC

SIGNED _____

BY: Anthony J. Witte, Jr.

TITLE: President

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

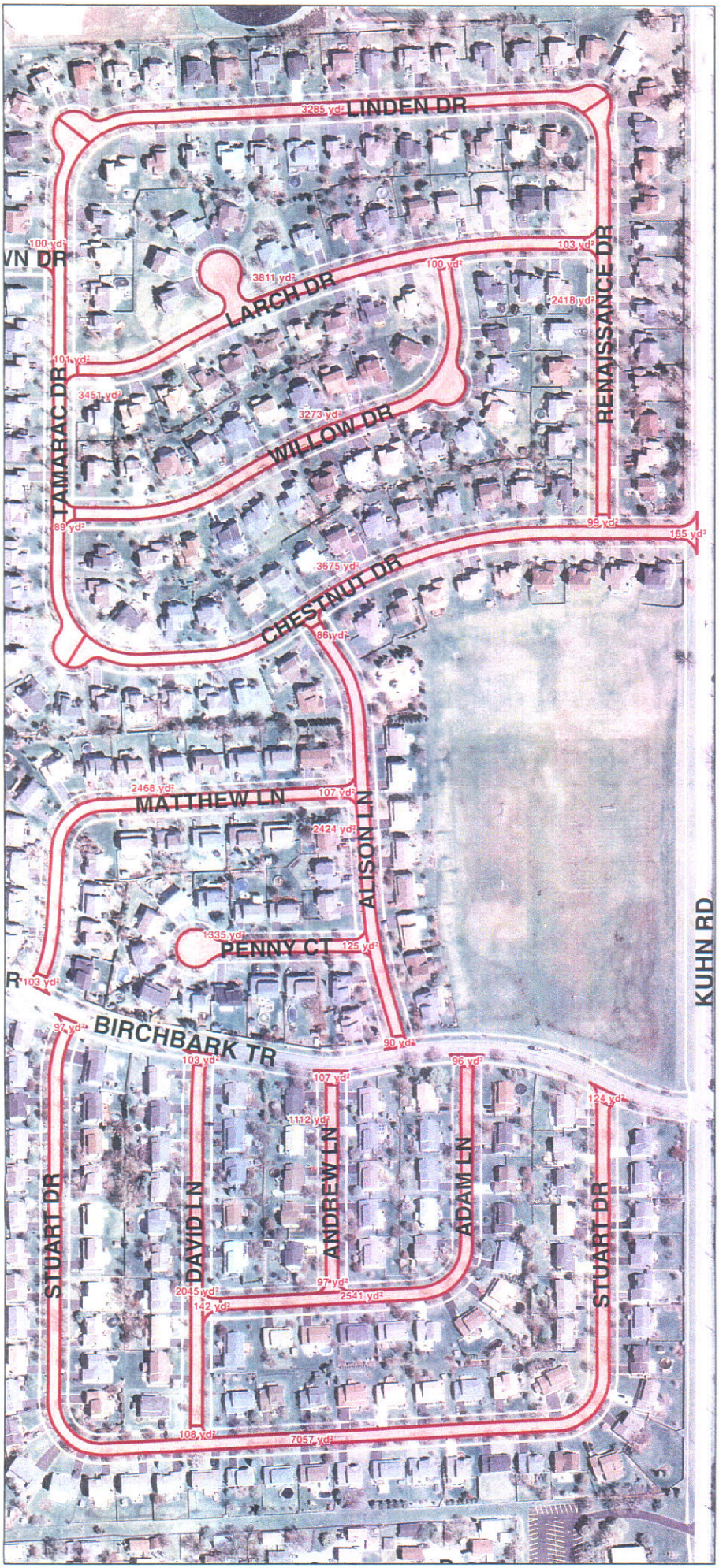
TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	$1,000,000 Combined Single Limit $2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.



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Carol Stream

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Village of Carol Stream

2013 CRF Project Phase One

LEGEND

Area

AREA

Adam Ln Total Area: 2734 yd²
Alison Ln Total Area: 2746 yd²
Andrew Ln Total Area: 1219 yd²
Chestnut Dr Total Area: 4025 yd²
David Ln Total Area: 2290 yd²
Larch Dr Total Area: 3911 yd²
Linden Dr Total Area: 3285 yd²
Matthew Ln Total Area: 2571 yd²
Penny Ct Total Area: 1335 yd²
Renaissance Dr Total Area: 2521 yd²
Stuart Dr Total Area: 7386 yd²
Tamarac Dr Total Area: 3741 yd²
Willow Dr Total Area: 3273 yd²

2013 CRF Project
SUM AREA: 41,037 yd²

1 inch = 200 feet

0 100 200 400 Feet

Prepared By:
Department of Engineering Services,
April 09, 2013

AGENDA ITEM
G-6 4-15-13

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager

DATE: April 5, 2013

RE: Liquor Sales – Gasoline Stations

On February 4, 2013, Ordinance 2013-02-04 permitting the sale of beer and wine at gas stations was approved. A copy of Ordinance 2013-02-04 is attached. Among the provisions of the Ordinance is a minimum retail floor area of 2,000 square feet. The 2,000 square foot standard came from information obtained in a survey undertaken by staff of DuPage communities allowing the sale of liquor at gasoline stations. A summary of the survey results is also attached.

Since adoption of the ordinance staff has learned that some existing and proposed gas stations do not meet the 2,000 square foot threshold. The retail floor area of the BP station at County Farm/Army Trail minimally meets the requirement, the BP station at Schmale/St. Charles is approximately 1,500 square feet, and the Shell station being remodeled at North/Gary is approximately 1,100 square feet. The Mobil proposed at Army Trail/County Farm will exceed 2,000 square feet. It is likely additional existing stations do not meet the minimum requirement for retail floor area. Spaces excluded from the calculation of retail floor area include restrooms, storage areas, cashier space and the like.

The owners of the BP at St. Charles/Schmale and the Shell at North/Gary have asked staff to look into possible relief. Staff has identified the following options for amending Ordinance 2013-02-04 to accommodate existing gas stations:

1. Eliminate the requirement for 2,000 square feet of retail floor area. The survey shows that not all communities have this type of limitation. Moreover the Code does not have this type of requirement for convenience stores selling liquor. The requirements limiting floor space for the sale of beer and wine to 20% of retail square footage would remain as would the limitation to 20% of gross retail sales coming from

beer and wine. These provisions would prevent the gas station from becoming a liquor store.

2. Retain the 2,000 square foot limitation on retail floor area but grandfather any gas station in existence at the time of adoption of the amendment. Any facility subsequently demolished or significantly altered would need to be brought into compliance.

Staff contemplated reducing the retail floor area requirement but it would need to be reduced to such a degree to accommodate some existing gas stations that elimination of the requirement altogether or an exemption for existing stations seemed preferable.

Staff requests direction on this matter. An ordinance reflecting that direction amending the Code can be prepared and presented in the near future.

JEB/td
Attachments

cc: Village Attorney

ORDINANCE NO.2013-02-04

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS, SECTION 11-2-7, CLASSIFICATIONS OF LICENSES

WHEREAS, the Mayor and Board of Trustees have heretofore enacted regulations with respect to the sale of alcoholic liquor within the Village of Carol Stream and established classifications of liquor licenses for the retail sale of alcoholic liquor; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to establish a new alcoholic liquor license authorizing the retail sale of beer and wine by business establishments whose primary purpose is the sale of gasoline.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, in the exercise of its home rule authority, as follows:

SECTION 1:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, Alcoholic Liquor Dealers, Section 11-2-7, Classification of Licenses; number issued, fees, is hereby amended by adding new subsections (N) and (O), which shall read as follows:

11-2-7 Classification of licenses; number issued, fees

***

(N) *Class P license.* A Class P License shall authorize the retail sale of beer and wine in its original package, not for consumption on the premises where sold, in a premises whose primary purpose is the sale of gasoline and who shall have a minimum retail floor area of two thousand (2,000) square feet with the area devoted to the sale of beer and wine comprising no more than twenty (20%) percent of the premises retail square footage. For purposes of determining the allowable beer and wine sales area, the licensee shall submit a floor plan of the retail sales area at the time of application for the license. Areas to which access by customers is prohibited, shall not be counted in the floor area calculation. The issuance of a Class P license and the retention of that license shall only take place where no more than twenty (20%) percent of the gross retail sales are derived from the sale of beer and wine. Sales of beer shall be limited to packages of six-packs or more, and the sale of individual serving containers of beer is prohibited. Sales of wine in individual containers shall be not less than 750 milliliters (ml) volume. Sales of wine in four-packs or two packs must contain a total volume of not less than 748 ml. All extra

shall be kept in a storage room with access only to the employees. Subject to the provisions of Section 11-2-24, the sale of beer and wine shall be limited to only those hours gasoline is sold. The number of Class P licenses authorized for issuance shall be zero (0). The fee for a Class P license shall be $1375.00 annually.

(O) Where this Section 11-2-17, as a condition of issuance of the license, provides for a limitation on the sales of alcoholic liquor by percentage of gross retail sales, the license holder shall, upon the request of the liquor commissioner, provide evidence in a form satisfactory to the liquor commissioner that such percentage limitation on sales has not been exceeded.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, Alcoholic Liquor Dealers, Section 11-2-36 Subsection (B) is hereby amended to read:

(B) Each employee of a Class A, B, C, F, G, I, N or P License, who will be engaged in selling, mixing, preparing, serving or delivering alcoholic beverages to customers, guests or patrons, for consumption on or off of the premises, shall successfully complete a Beverage Alcohol Sellers and Servers Education and Training program conducted by an agency licensed by the Illinois Liquor Control Commission. Such training shall be completed not more than 60 days after the employee begins employment with the licensee. A copy of the employee's certificate of completion of training shall be filed with the Liquor Commissioner.

SECTION 3:

Those sections, paragraphs and provisions of Chapter 11of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 1 and 2 of this Ordinance.

SECTION 4:

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 5:

The provisions of this ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on February 4, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Frusolone, Schwarze, McCarthy and Mayor Saverino

NAYS: Trustee Weiss

ABSENT: Trustees Manzzullo and Fenner

APPROVED by me this 4th day of February, 2013.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

COMMUNITY DEVELOPMENT DEPARTMENT

Comparison of Liquor License Requirements for DuPage Communities Which Allow Liquor Sales at Convenience Stores With Gasoline Sales

Municipality	Conditions										Restriction on Number	Fee
	Product	Hours	Consumption	Package	Display	Signage	Floor Area	Staffing Presence and Cash Register	Gasoline Sales	Other		
Glen Ellyn D-3	Beer, ale or wine	Not specified.	Not on premises	In original package	Not within 15 of door, visible by cashier.	No exterior sign or window sign.	3,000 sf min total store area.	Cashier, min 21 y.o., must be at register at all times.	Not specified.		2	$500 application, $2,000 annual
Hinsdale A6	Beer and wine	M-Sa: 7am - 10pm Sun: Noon - 8pm	Not on premises	In original package	No more than 5% of the total display and sale space	Not permitted	2,000 sf min gross floor area.	Two persons on staff at all times.	Not specified.		2	$250 application, $2,000 initial yr, $1,500 renewal
Wood Dale GS	Alcoholic liquor	M-Th: 6am - 1am F-Sa: 6am - 2am Su: Noon - 1am	Not on premises	In original package	Stocked, displayed and sold within one building, where food, groceries and prepared food and drinks are also sold.	Not specified.	Shall not occupy greater than 10% of floor area.	Not specified.	Not specified.	Not eligible for any other class of license	2	$5,000 initial yr, $2,000 renewal
Elmhurst CBBW	Beer and wine	Not specified.	Not on premises	In original package	Floor displays at least 10 feet from door, not stacked so as to obstruct view of the interior of the premises.	Not specified.	Total store 3,200 sf min. Inventory and displays of beer and wine 1,200 sf max.	Sale made at a cash register or point of sale dedicated solely to the sale of beer and wine only, located no less than 10 feet from other register(s).	Not specified.	- Incidental to the primary business of the establishment. - Walk-in coolers to be video-monitored. - No sales individual containers less than 750 ml. - No drive-through.	1	Annual fee of $2,500 in 2009, increases each July with CPI.
West Chicago	Beer and wine	Pre-existing establishment annexed and allowed to continue the sale of beer and wine, per court order.										
Wayne	Beer and wine	Per the DMMC survey, Wayne does not distinguish convenience stores at gas stations from convenience stores without gas sales.										
Oak Brook	Alcoholic liquors	Per the Village Clerk, Oak Brook does not distinguish convenience stores at gas stations from convenience stores without gas sales.										
Burr Ridge	Beer and wine, or alcoholic liquor	Per the DMMC survey, Burr Ridge does not distinguish convenience stores at gas stations from convenience stores without gas sales.										
Oakbrook Terrace	Beer and wine	Per the Manager's Executive Secretary, Oakbrook Terrace does not distinguish convenience stores at gas stations from convenience stores without gas sales.										
Itasca	Beer, wine and liquor	Per the Village Planner, Itasca does not distinguish convenience stores at gas stations from convenience stores without gas sales.										

AGENDA ITEM
G-7 4-15-13

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager

DATE: April 9, 2013

RE: Liquor Licensing – Video Gaming

When the Village authorized video gaming it was believed that any establishment licensed for the sale and consumption of liquor on premises was eligible for licensing by the state for video gaming. The initial applicants for video gaming licenses were already licensed by the Village for the sale and consumption of liquor and so no additional licensing was needed. Staff has operated under the assumption that the Village Board was not interested in a proliferation of gaming and has discouraged the issuance of new liquor licenses. Since that time the Village has been approached by establishments interested in liquor and not gaming. Unfortunately under the current licensing framework there is no way to bar an establishment from gaming. Establishments have offered lease restrictions as a means of barring gaming, but this is not binding because the Village is not party to the lease. Recognizing that this could ultimately frustrate economic development in the community, staff asked the Village Attorney to revisit the matter.

The Village Attorney, after extensive research on this matter including discussions with the Illinois Gaming Board and Illinois Local Government Lawyers Association, has identified a means to allow licensing of restaurants to sell liquor without allowing an unfettered expansion of gaming. The attached ordinance creates the Class V liquor license for establishments seeking to have video gaming. To be eligible for a Class V license an establishment must possess a liquor license allowing the sale and consumption of alcohol on premises (Class A, Class B, Class F, Class I or Class N). Fees for the Village license remain unchanged at $500 per terminal. The nine licenses authorized in the ordinance are for the nine Carol Stream establishments currently licensed or awaiting licensing for video gaming.

Pizzeria Da Nella, a case on the April 8, 2013 Plan Commission Zoning Board of Appeals agenda, is an example of the type of business described above. During the April 8th meeting the owner affirmatively stated that they are not interested in video gaming. Under the proposed scenario Pizzeria Da Nella could be issued the appropriate liquor license without a Class V license. The Village gains a new business and the landlord gains a tenant. Liquor

licensing in many respects returns to pre-video gaming conditions. Without the proposed change this restaurant and others will be discouraged from locating in the community and may locate elsewhere.

If approved, the Village will need to communicate the provisions of the Class V license to the Illinois Gaming Board. The Gaming Board has advised the Village Attorney that some communities have established conditions or limitations for video gaming. Some, for example, have limited video gaming to veteran's organizations. In those communities the Gaming Board abides by the standards set by the community.

Staff requests direction on the proposed ordinance. The ordinance will be placed on an upcoming agenda for approval if acceptable.

JEB/jg

Attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 11, "INTOXICATING LIQUORS", WITH RESPECT TO THE REGULATION OF VIDEO GAMING

WHEREAS, the Video Gaming Act (230 ILCS 40/1 *et seq.*, hereinafter the "Act") became law on July 13, 2009, and allows certain defined licensed establishments to conduct video gaming; and

WHEREAS, the Village of Carol Stream is a home rule unit by virtue of the Illinois Constitution of 1970; and

WHEREAS, in accordance with the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in furtherance of its home rule powers the Mayor and Board of Trustees now find it to be in the best interests of the Village to allow video gaming within the Village in accordance with the provisions of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule authority, as follows:

SECTION 1:

The foregoing recitals are hereby made a part hereof as fully restated herein.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquors", Section 11-2-7, Classification of Licenses; Number Issued; Fees, is here by amended by adding Subsection (P) which shall read as follows:

(P) Class V license.

(1) A Class V license shall authorize holders of a Class A, Class B, Class F, Class I or Class N license to the operate video gaming devices upon the licensed premises upon receipt of a Video Gaming License issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq.

(2) Not more than nine (9) Class V licenses shall be issued. The annual fee for such license shall be $500.00 for each terminal located upon the licensed premises. No more than five (5) video gaming terminals shall be located on any premises issued a Class V license.

(3) Upon receipt of proof if the issuance of an Illinois Video Gaming License, the village clerk shall issue a video gaming sticker which shall be affixed to each video gaming terminal in a conspicuous place, readily identifiable upon public inspection. Video gaming stickers shall not be transferable. It is unlawful to operate a video gaming terminal in the village without a valid video gaming sticker affixed thereon.

(4) Any denial or revocation of a Video Gaming License Application by the Illinois Gaming Board shall constitute a revocation of a Class V license.

(5) Every establishment issued a Class V license to operate video gaming shall comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., and all rules, regulations and restrictions imposed by the Illinois Gaming Board.

(6) The operation of video gaming terminals shall be not be permitted during the hours alcoholic liquor sales are prohibited as provided in Section 11-2-24.

(7) Video gaming shall be located in an area that is restricted to persons over twenty-one (21) years of age.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquors", Section 11-2-27, Gambling is here by amended and as amended shall read as follows:

11-2-27 GAMBLING AND VIDEO GAMING

(A) It shall be unlawful to permit any gambling on any premises licensed to sell alcoholic liquor, except as otherwise provided herein.

(B) Video Gaming shall be permitted only in establishments that have a Class V liquor license issued in accordance with the provisions of this Code.

(C) Only establishments issued a Class V liquor license are authorized to operate video gaming terminals within the Village when licensed by the Illinois Gaming Board pursuant to the provisions of the Illinois Gaming Act, 230 ILCS 40/1 et seq.

SECTION 4:

Those sections, paragraphs, and provisions of Chapter 11 of the Village of Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Carol Stream Code or Ordinances other than those expressly amended or repealed in Sections 2 and 3 of this Ordinance.

SECTION 5:

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 6:

The provisions of this Ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois at a regular meeting thereof held on the ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ___ day of _____, 2013.

_____
Mayor

(SEAL)

ATTEST:

_____
Village Clerk

AGENDA ITEM
G-8 4-15-13

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager

DATE: April 11, 2013

RE: Church Bells – Corpus Christi Catholic Church

Corpus Christi Catholic Church, 1415 Lies Road, has inquired into the installation and use of bells on the exterior of their church. An electronic system with speakers and volume control is under consideration. The bells would ring at the following times:

- Five minutes before masses. Masses are at 5:00 p.m. on Saturday, and 9:00 and 11:00 a.m. on Sunday. Bells would not be rung for daily masses held at 8:30 a.m.;
- At the end of weddings and at the beginning of funerals; and
- Daily at Angelus times, 12:00 noon, and 6:00 p.m.

Bells would toll for approximately one minute.

Generally, the Code of Ordinances prohibits the operation of any speaker or amplifier connected with any device by which sounds are magnified and heard over any public street or place without having first obtained a permit. It should be noted that a permit has never been issued for any ongoing, indefinite condition. A permit is not required for amplification devices used on private property, but amplification devices used on private property are subject to the restrictions found in the Code of Ordinances. The operation of noisemaking devices is prohibited from 10:00 p.m. to 10:00 a.m. daily. A copy of Article 5, Sections 15-5-1 through 15-5-5 is attached for your reference.

To staff's knowledge this is a case of first impression in the community. An informal survey of the local religious community has not identified a church with bells. Corpus Christi has taken exception to the characterization of the bells as noise. The bells are seen as an integrated element of their religious

observances, and the limited duration of use, one minute, is not seen by the Church as a nuisance.

Corpus Christi believes that the bells are covered under state and federal law protecting religious freedoms. The Village Attorney has been asked to review those laws and any others that might have applicability. The Village Attorney does not believe that case law supports the assertion that bells are protected under the state or federal laws noted. However, the Village Attorney has concerns that the use of bells for religious purposes may have First Amendment of the U.S. Constitution implications.

Staff believes the following options exist to address this request:

1. Maintain the status quo. Staff would advise the Church that bells could be installed with appropriate permitting but would be limited to use from 10:00 a.m. until 10:00 p.m. While maintaining consistency it could potentially expose the Village to litigation because it would deny the Church the ability to ring bells at all of the desired times.

2. Amend the Code of Ordinances to accommodate the hours of operation desired by Corpus Christi. Sound amplification could be permitted between 5:45 a.m. and 10:00 p.m. While accommodating the Church's request it would permit the use of all devices during these hours. This seems overly broad. Moreover, the existing limitations, with exceptions granted by the Village Board on a case-by-case basis, have proven over the years to be very workable.

3. Exempt churches from the provisions of Article 5, Sections 15-5-1 through 15-5-5 of the Code of Ordinances. Eleven Carol Stream places of worship are listed in the Chamber of Commerce Community Directory. An exemption of this nature would be narrower but would allow churches the use of bells without a limitation on hours. Staff and the Village Attorney believe that an exemption could be drafted from hours restrictions but that would not exempt a church from other Code requirements if bells were too loud and caused a nuisance.

The Village Attorney has advised that the 10:00 a.m. time in the Carol Stream Code of Ordinances is more restrictive than other communities. Many communities appear to have 7:00 a.m. or 8:00 a.m. starting times for amplified sound. Corpus Christi has also advised that St. Peter and St. Paul Catholic Church in Naperville has bells. They have used an electronic system for some time, installed real bells which are used on Sundays, and continue to utilize the electronic system on weekdays. Church bills, chimes and carillons appear to be exempted from regulation in Naperville. A number of other towns exempt churches from the regulations including Mount Prospect, Highwood and Maywood.

Corpus Christi has residential neighborhoods to the north, east and south. Vacant land is to the west. The installation and use of bells at Corpus Christi may affect the neighboring residences. Staff believes the needs and rights of the Church need to be balanced with those of the neighbors.

Staff requests direction and feedback on this request. Additional information may be needed. For this reason this matter has been placed on the agenda for discussion only.

Lastly, please be advised that my family are parishioners of Corpus Christi Church.

JEB/td
Attachment

ARTICLE 5: SOUND AMPLIFIERS

Section

15-5-1 Permit required

15-5-2 Permit fee

15-5-3 Application

15-5-4 Issuance of permits

15-5-5 Restrictions

§ 15-5-1 PERMIT REQUIRED.

(A) With the exception of parades, it shall be unlawful to maintain or operate any loud speaker or amplifier connected with any radio, phonograph, microphone or other device by which sounds are magnified and made heard over any public street or public place without having first obtained a permit therefor.

(B) No permit shall be required for amplification devices used on private property in residential districts only. However, all restrictions contained in § 15-5-5 shall also apply to amplification devices used at block parties and on private property in residential districts.

(Am. Ord. 92-07-79, passed 7-14-92; Am. Ord. 92-08-98, passed 8-25-92))

§ 15-5-2 PERMIT FEE.

The fee for the use or operation of any radio receiving set, talking machine, amplifier, or other similar device to be operated from a fixed location or in a moving vehicle on any public place shall be $25 for any day or part of a day for which the permittee desires to have a permit.

(Am. Ord. 92-07-79, passed 7-14-92)

§ 15-5-3 APPLICATION.

Any person, firm or corporation desiring a permit for the use or operation of such a device shall file an application with the Village Manager upon a form provided therefor, setting forth the name and address of the applicant, the name and address of the owner of such device, the date upon which it is intended to be used, the purpose for its use, and such other information as may be prescribed.

§ 15-5-4 ISSUANCE OF PERMITS.

Such permit shall be issued upon the payment of the fee to the Village Manager, as provided above, and shall permit the use of such device subject to the terms and conditions of this Article, only upon the date specified on such permit and no other.

§ 15-5-5 RESTRICTIONS.

(A) No person shall use or operate or employ any noisemaking device within the village limits between the hours of 10:00 p.m. and 10:00 a.m. on any day.

(B) No person shall use, operate or employ any such device within a radius of two blocks from any hospital or within the radius of two blocks from any church or other place of worship while services are being held.

(C) No person shall cause or permit to be emitted from any such device any lewd, obscene, profane or indecent language or sounds, or allow any false representation of any matter, product or product advertised whereby the sale of which is prohibited by law, ordinance or statute.

(D) This section shall not apply to radios in homes or in private pleasure vehicles, when the same are operated in such a manner as not to be audible at a distance of 50 feet from such vehicle, nor to noise devices, bands, or other musical devices used in any public parade or procession which is operated under a permit in accordance with this code.

(Am. Ord. 92-07-79, passed 7-14-92)

AGENDA ITEM
H-1 4-15-13

Village of Carol Stream
Interdepartmental Memorandum

DATE: April 3, 2013

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director

SUBJECT: Proposed FY12/13 Budget Amendment

Prior to the close of each fiscal year staff performs a high level review of the expiring budget to identify areas where expenditures in certain line items have exceeded the originally approved budget.

The Village Board's designated level of "budgetary control" is at the department level. The concept of budgetary control defines at what level actual expenditures are required to be within the allotted budget.

The attached ordinance is proposed for Village Board consideration at their April 15th meeting which identifies a number of "housekeeping" amendments to various department and fund budgets where actual expenditures exceeded budget, which, if not amended, may likely result in total year-end departmental expenditures which exceed the authorized budget.

Many of these increased expenditure items have previously been authorized and approved by the Village Board (i.e. increased EAB work, vehicle purchases, new sales tax sharing agreement). For administrative efficiency, we wait until the end of the fiscal year to amend the budget.

It is also important to note that these items are not reflective of unchecked overspending. In fact, in the aggregate, the total General Fund expenditure budget is anticipated to come in below the original budget amount. Amendments are needed in some department areas so that the department, in total, comes in below the amended budget amount. This is in lieu of "transferring" budget amounts in areas where spending was below the approved budget from one department to another.

Notwithstanding all of the above, we still anticipate generating a surplus in excess of $1 million by the end of the fiscal year.

Please let me know if you have any questions.

Ordinance No. _____

An Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2013

Whereas, the Board of Trustees of the Village of Carol Stream on April 2, 2012 adopted the annual budget for the Village of Carol Stream for Fiscal Year 2012/13, Beginning May 1, 2012 and ending April 30, 2013; and

Whereas, certain expenses have been incurred which were not previously identified or included within the adopted FY12/13 annual budget; and

Whereas, cash reserve balances or budgeted but unspent amounts in other accounts are available to cover certain expenses which were incurred and not previously budgeted; and

Whereas, the Village Board is authorized to modify the adopted budget through amendment or transfer between accounts as deemed necessary;

Now, Therefore, be it Ordained by the Mayor and the Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section 1: The budget for the fiscal year ending April 30, 2013, is hereby amended to provide funds for unanticipated and unbudgeted expenses in the manner identified in Attachment A to this ordinance.

Section 2: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____day of_____, 2013.

Ayes:

Nays

Absent

Approved by the Mayor of the Village of Carol Stream, Illinois, this_____day of_____, 2013.

_____
Mayor of the Village of
Carol Stream, Illinois

Attest:

_____
Village Clerk of the Village of
Carol Stream, Illinois

(Published in pamphlet form and posted on the_____day of_____, 2013.)

Attachment A

Village of Carol Stream
Fiscal Year 2012/13 Annual Budget
May 1, 2012 to April 30, 2013

Account	Description	Amount	Reason
Budget Amendments			
		GENERAL FUND	
Fire & Police Commission			
01510000-52228	Personnel Hiring	$3,000	Additional advertising expenses due to higher than anticipated position turnover.
Legislative Board			
01520000-52237	Audit Fees	$4,500	Additional auditing procedures required due to larger than anticipated grant funds received, requiring a special Single Audit.
Engineering Services			
01620100-54413	Other Equipment	$22,000	Replacement of failed GPS receiver unit and plotter and large document scanner.
Management Services			
01650100-52215	Insurance Deductibles	$80,000	Higher than anticipated insurance claims.
01650100-52230	Telephone	$15,000	Unbudgeted telephone contract increase.
Law Enforcement			
01662700-54415	Vehicles	$28,000	Vehicles budgeted in prior fiscal year but delivery delayed by manufacturer to FY12/13.
01664700-54415	Vehicles	$22,000	

Attachment A (continued)

Account	Description	Amount	Reason
Public Works – Streets Division			
01670700-52268	Tree Maintenance	$75,000	Additional maintenance due to accelerated Emerald Ash Borer (EAB) program.
01670700-52281	EAB Removal / Replacement	$125,000	Accelerated Emerald Ash Borer (EAB) program (from special reserve fund).
01670300-52271	Street Light Maintenance	$50,000	Increase in the number of repairs required due to pole knock-downs.
Municipal Building			
01680000-53220	Water	$12,000	Municipal water use – previously unbudgeted.
Transfers & Agreements			
01720000-58207	Sales Tax Reimbursements	$180,000	Previously unbudgeted inducement agreement.
TIF 2 FUND – GENEVA CROSSING			
21500000-52238	Legal Fees	$1,000	Additional legal fees incurred related to a tax appeal within the District.
TIF 3 FUND – NORTH AVE. / SCHMALE RD.			
2249000-52238	Legal Fees	$20,000	Additional legal fees incurred related to redevelopment negotiations.

AGENDA ITEM
H-2 4-15-13

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE VILLAGE OF CAROL STREAM IN THE AMOUNT OF $40,893,035 FOR THE FY13/14 FISCAL YEAR BEGINNING MAY 1, 2013, AND ENDING APRIL 30, 2014

WHEREAS, Village staff has prepared and presented to the Mayor and Board of Trustees of the Village of Carol Stream a proposed annual budget for the FY13/14 fiscal year beginning May 1, 2013, and ending April 30, 2014 as set forth in "Exhibit A" to this ordinance as attached hereto; and

WHEREAS, following due and proper publication of public notice in The Examiner on April 3, 2013, a public hearing was held on April 15, 2013, to consider the proposed annual budget for the FY13/14 fiscal year; and

WHEREAS, the proposed annual budget has been made conveniently available for public review and inspection at least 10 days prior to passage in the office of the Carol Stream Village Clerk, the Carol Stream Public Library and on the Village's web site, and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Mayor and Board of Trustees;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: The annual expenditure Budget for the FY13/14 fiscal year, beginning May 1, 2013, and ending April 30, 2014, for the Village of Carol Stream, is in the amount of Forty Million Eight Hundred Ninety Three Thousand Thirty Five Dollars, ($40,893,035); as set forth in Exhibit "A," as attached hereto, is hereby adopted and authorized.

SECTION 2: That the adoption of the foregoing annual budget shall be in lieu of the Appropriation Ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: The budget hereby approved shall be printed and bound and a certified copy of this Ordinance and a copy of the printed and bound budget shall be filed with the DuPage County Clerk in accordance with the provisions of the statutes of the State of Illinois.

SECTION 4: The Finance Director is authorized and directed to transfer the sum of Two

Million One Hundred Thousand Dollars ($2,100,000) from General Corporate Fund cash reserve balances to the Capital Projects Fund to support improvements to the Village's public infrastructure assets. This transfer is consistent with the Village's established policies and past practices with respect to reserve balances and continues to be the primary funding source for improvements to the Village's roadway, storm water, public facility and other infrastructure systems which are completed in the Capital Projects Fund.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

_____

Frank Saverino, Sr., Mayor

ATTEST:

_____

Beth Melody, Village Clerk

AGENDA ITEM
H-3 4-15-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director

DATE: April 9, 2013

RE: **Agenda Item for the April 15, 2013, Village Board Meeting**
2013 Permit Fee Schedule Update

PURPOSE

The purpose of this memorandum is to present to the Village Board staff's proposed changes to the Village of Carol Stream's schedule of fees and securities for building and zoning approvals, as contained in Chapter Six, Article Thirteen and Section 12-3-17 of the Municipal Code, and to recommend Village Board approval.

DISCUSSION

The Village's current schedule of fees and securities for building and zoning approvals, also known as the *Fee Schedule for Development Services*, was approved by the Village Board on April 19, 2010, and is of a significantly different structure than the previous fee schedule. After implementation of the new fee schedule, we quickly found it to be successful in achieving our three stated goals: being easy for customers to use, allowing fees for services rendered to be taken in advance, and ensuring that fees should be sufficient to cover the Village's costs of services (although we are recommending a few marginal adjustments with the proposed revisions).

At the time the new fee schedule was approved in 2010, staff recognized that it was likely that minor adjustments and corrections would need to be made as we gained experience applying the fee schedule to the needs of our internal and external customers. We kept a record of proposed revisions that would adjust fees and improve the fee schedule structure and permit processes where needed. Attached is an edited version of Chapter Six, Article Thirteen, showing staff's proposed changes in an underline-and-strikethrough format. (A clean version of the proposed Chapter Six, Article Thirteen can be found attached to the approval ordinance.) In order to assist the Village Board members in their review of the proposed changes, we have provided a descriptive summary, given below.

General Revisions. The proposed fee schedule update includes miscellaneous text, formatting and fee amount revisions in order to provide consistency, improve clarity and enhance the responsiveness of the code to meet customer needs. As part of these, we would highlight the following:

- The plan review and inspection fee tables for Type A, Type B and Type D permits are simplified.
- Minor changes to certain fees are made in order to better align with the fee schedule of the Village's building codes consultant. We would note that this feature of the Village's fee schedule provides the flexibility of either assigning work to the consultant or performing it in-house, with no effect on the fee charged to the customer.
- Certain types of work are added or moved to the flat fee lists (Type C and Type E permits) in order to enable better accuracy in the fee amount, better reflect actual customer permit activity, and allow the flexibility of treating such work as either stand-alone items or as part of a larger project.

Changes to the Development Services Fee. As reflected in the fee schedule, the Village's direct costs for development services (building and zoning permits) consist of clerical work, plan review and inspection. Such costs are compensated by fees charged directly to specific building permits and zoning approvals. The Village's indirect costs of development services, which include costs of staff time, supplies and equipment not charged directly to specific permits or approvals are compensated by means of the Development Services Fee, which is added to all permits except for Type C (miscellaneous residential). In the proposed fee schedule update, the Development Services Fee is increased by approximately 10%, from $5.10 to $5.60 per $1,000 of project valuation, as coordinated with the Village Board at a recent budget workshop. The minimum Development Services Fee is reduced from $100 to $50 in order to eliminate instances of a disproportionately high Development Services Fee being charged for low valuation projects.

Separation of Fire Prevention Fees. In the 2010 fee schedule, the fees for plan review and inspection under the Fire Code were distributed to several sections of the fee schedule: they were either embedded into the fee schedule tables (Type D permits), included as part of the flat fee permit amounts (Type E permits), or itemized in the Fire Prevention District Fees (§6-13-7). This structure was inefficient in that it did not allow for easy separation and reimbursement of fees for work performed by the Carol Stream Fire Protection District. The proposed fee schedule update separates the fees which pertain to review and inspection under the Fire Code and includes them all in §6-13-7, which not only allows for an easy reimbursement process but also allows flexibility in assigning plan review

or inspection work to either the Fire Protection District or the Village's building codes consultant. We would note that such flexibility was requested by Fire Chief Kolomay as part of his reorganization of the Fire Prevention Bureau.

Additional Fees for Unnecessary Work. The Village's building permit fee schedule has always presumed a reasonable number of inspections based on the type of work, and has included a charge for additional inspections at the discretion of the building official if it were judged that a contractor was calling for inspections even though the work was not ready. This charge for additional inspections was carried into the 2010 fee schedule and is included in the proposed new fee schedule update. However, while past fee schedules charged a fee for each plan review submittal, the 2010 fee schedule presumes a reasonable number of plan reviews and does not allow for an additional fee in the event of an unreasonable number of resubmittals. For consistency, the proposed new fee schedule gives the building official the discretion to charge an additional plan review fee, similar to the additional inspection fee, if warranted.

Revisions to Guarantees. We would highlight the following revisions to the Municipal Code's sections pertaining to guarantees for performance of work:

- The Occupancy Variance text contained in §6-13-10 is updated.
- In order to work with builders in a reasonable manner, the Community Development Department has been accepting a Performance Guarantee for completion of landscape work for many years. This guarantee is codified in the proposed fee schedule update in §6-13-10.
- The Public Improvement Preservation Bond text contained in §12-3-17 is updated.

Property Maintenance Code Fees. Fees which would compensate the Village for its costs of enforcing the abatement of Property Maintenance Code violations are codified in a new §6-13-19.

RECOMMENDATION

Staff recommends approval of the proposed update to the Village of Carol Stream's schedule of fees and securities for building and zoning approvals, as contained in Chapter Six, Article Thirteen and Section 12-3-17 of the Municipal Code, and that the updated fee schedule be effective as of May 1, 2013. If the Village Board concurs with the staff recommendation, they should approve the ordinance which was prepared for that purpose and is included in their packet.

RJG:bg
t:\fee schedule development\2013 update\vb memo.docx

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 13 AND SECTION 12-3-17 OF THE CAROL STREAM CODE OF ORDINANCES (PERMIT AND INSPECTION FEES AND SECURITIES)

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That Chapter 6, Article 13 of the Carol Stream Code of Ordinances shall be repealed, and in its place Chapter 6, Article 13 shall be inserted, as follows:

SEE ATTACHMENT A.

SECTION 2: That Section 12-3-17 of the Carol Stream Code of Ordinances shall be repealed, and in its place Section 12-3-17 shall be inserted, as follows:

SEE ATTACHMENT B.

SECTION 3: All other sections not herein modified shall remain in full force and effect. This ordinance amending a provision of the Carol Stream Code of Ordinances shall be reprinted in the loose-leaf volume which bears that title.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED this _____ day of _____, 2013.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2013.

Mayor

ATTEST:

Village Clerk

ATTACHMENT A

ARTICLE 13: FEES AND SECURITIES FOR CONSTRUCTION AND NEW DEVELOPMENT

Section

6-13-1 Precedence of fees
6-13-2 Payment of fees
6-13-3 Building permit and inspection fees for one- and two-family residential construction
6-13-4 Building permit and inspection fees for commercial, industrial, institutional and multiple-family residential construction
6-13-5 Development services fee
6-13-6 Consultant and agency fees
6-13-7 Fire ~~Protection District~~ prevention fees
6-13-8 Water and sewer fees
6-13-9 Engineering fees and deposits
6-13-10 Occupancy variance and performance guarantee deposits
6-13-11 Elevator inspection fees
6-13-12 Zoning and plat approval fees
6-13-13 Annexation fees
6-13-14 Land and cash donations
6-13-15 Code appeal fees
6-13-16 Document sales and reproduction fees
6-13-17 Penalties
6-13-18 Waiver of permit fees for governmental agencies
6-13-19 Property Maintenance Code abatement fees

§ 6-13-1 PRECEDENCE OF FEES.

The fees set forth in this article shall supersede and take precedence over fees contained within other articles of this chapter or other chapters of the code which are of a different amount than set forth herein.

§ 6-13-2 PAYMENT OF FEES.

A permit application for new construction, alteration, demolition or other building operation shall not be accepted until the fees prescribed in this section shall have been paid to the village, nor shall an application for an amendment to a permit necessitating an additional fee be accepted until the additional fee shall have been paid.

§ 6-13-3 BUILDING PERMIT AND INSPECTION FEES FOR ONE- AND TWO-FAMILY RESIDENTIAL CONSTRUCTION.

(A) Type A – *n~~N~~ew construction*. All plan review and clerical fees shall be due and payable at the time an application for permit is submitted. The development services fee and inspection fees shall be due and payable at the time of issuance of a permit.

(1) *Clerical fee* $160.00

(2) *Plan review fees*. Plan review fees for new one- and two-family residential construction shall be in accordance with Table 6-13-3(A)(1), based on the types of reviews required.

Building Size, incl. basement and garage (sq. ft.)	Table 6-13-3(A)(1) 1&2-Family Residential Plan Review Fees Type A – New Construction (cost per square foot or minimum fee)					
	Building, Plumbing, Mechanical and Electrical	Zoning	~~Plumbing~~	~~Mechanical~~	~~Electrical~~	Energy
Up to 3,000	~~$450~~ $480	$75	~~$115~~	~~$115~~	~~$230~~	~~$230~~ $240
Over 3,000	~~$0.15/sf~~ $0.16/sf	$0.025/sf	~~$0.038~~	~~$0.038~~	~~$0.075/sf~~	~~$0.075/sf~~ $0.08/sf

(3) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to nonresponsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(~~3~~ 4) *Development services fee.* The development services fee for new one- and two-family residential construction shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be ~~$5.10~~ $5.60 per $1,000 of valuation, with a minimum fee of ~~$100~~ $50. See § 6-13-5.

(~~4~~ 5) *Inspection fees.* Inspection fees for new one- and two-family residential construction shall be in accordance with Table 6-13-3(A)(2), based on the types of inspections required.

Building Size, incl. basement and garage (sq. ft.)	Table 6-13-3(A)(2) 1&2-Family Residential Inspection Fees Type A – New Construction (cost per square foot or minimum fee)					
	Building, Mechanical and Electrical	Plumbing	~~Mechanical~~	~~Electrical~~	Energy	Occupancy
Up to 3,000	~~$450~~ $930	~~$150~~ $240	~~$150~~	~~$150~~	~~$150~~ $240	~~$300~~ $90
Over 3,000	~~$0.15/sf~~ $0.31/sf	~~$0.05/sf~~ $0.08/sf	~~$0.05/sf~~	~~$0.05/sf~~	~~$0.05/sf~~ $0.08/sf	~~$0.10/sf~~ $0.03/sf

(6) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be $80 per each, and payment shall be required at time of scheduling the inspection.

(7) *Supplemental fees.* If the scope of work includes work of the types listed in §6-13-3(C), and such work is not, in the judgment of the building official, a customary part of new 1&2-family residential construction, then the fees for such work as listed in § 6-13-3(C) shall be required, as applicable, in addition to those listed in this section.

(8) *Water and sewer fees.* Fees for connection to the Carol Stream water distribution system and/or sanitary sewer system shall be in accordance with §6-13-8.

(~~5~~ 9) *Engineering fees and securities.* If engineering plans are required, fees shall be in accordance with § 6-13-9. A Public Improvement Preservation Bond shall be required in accordance with §12-3-17.

(10) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village's building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

(B) Type B – *a~~A~~dditions, alterations and accessory structures.* All plan review and clerical fees shall be due and payable at the time an application for permit is submitted. The development services fee and inspection fees shall be due and payable at the time of issuance of a permit. Fees as specified in this section shall pertain to the following types of building permits:

~~Accessory structure, miscellaneous, not listed in § 6-13-3(C)~~
Garage, attached[1]
Garage, detached[1]
Porch[1]
Remodel (includes finished basement ~~and restoration~~)
Restoration
Room addition[1]
Seasonal room[1]
~~Seasonal room (no concrete work)~~
Work not listed herein but similar to one of the above, as directed by the building official
[1] Public Improvement Preservation Bond required. See §12-3-17.

(1) *Clerical fee* $80.00

(2) *Plan review fees.* Plan review fees for one- and two-family residential additions, alterations and accessory structures shall be in accordance with Table 6-13-3(B)(1), based on the types of reviews required.

Size of Structure ~~Size~~or Work Area, incl. basement (sq. ft.)	Table 6-13-3(B)(1) 1&2-Family Residential Plan Review Fees Type B – Additions, Alterations and Accessory Structures (cost per square foot or minimum fee)					
	Building	**Zoning**	**Plumbing**	**Mechanical**	**Electrical**	**Energy**
Up to 400	$80	$20	$20	$20	$40	$40
Over 400	$0.20/sf	$0.05/sf	$0.05/sf	$0.05/sf	$0.10/sf	$0.10/sf

(3) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to nonresponsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(~~3~~ 4) *Development services fee.* The development services fee for one- and two-family residential additions, alterations and accessory structures shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be ~~$5.10~~ $5.60 per $1,000 of valuation, with a minimum fee of $~~10~~50. See § 6-13-5.

(~~4~~ 5) *Inspection fees.* Inspection fees for new one- and two-family residential construction shall be in accordance with Table 6-13-3(D), based on the types of inspections required.

Size of Structure ~~Size~~or Work Area, incl. basement (sq. ft.)	Table 6-13-3(B)(2) 1&2-Family Residential Inspection Fees Type B – Additions, Alterations and Accessory Structures (cost per square foot or minimum fee)					
	Building	**Plumbing**	**Mechanical**	**Electrical**	**Energy**	**Occupancy**
Up to 400	$80	~~$40~~ $160	$20	$40	~~$20~~ $40	$40
Over 400	$0.20/sf	~~$0.10/sf~~ $0.40/sf	$0.05/sf	$0.10/sf	~~$0.05/sf~~ $0.10/sf	$0.10/sf

(6) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be $80 per each, and payment shall be required at time of scheduling the inspection.

(7) *Supplemental fees.* If the scope of work includes work of the types listed in §6-13-3(C), and such work is not, in the judgment of the building official, a customary part of the construction of 1&2-family residential additions, alterations or accessory structures, then the fees for such work as listed in § 6-13-3(C) shall be required, as applicable, in addition to those listed in this section.

(8) *Engineering securities.* A Public Improvement Preservation Bond, if required, shall be in accordance with §12-3-17.

(9) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village's building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

(C) *Type C – miscellaneous ~~Other~~ residential construction.* All plan review, clerical and inspection fees are included in the permit fees as listed in this section, below. There is no development services fee for miscellaneous residential construction. Permit fees shall be due and payable at the time an application for permit is submitted.

Air Conditioner~~*~~	$64
Air conditioner and furnace as one project	$96
Construction and sales trailers, temporary	See §6-13-4(B)
Deck	$96
Demolition, minor or emergency	$32
Demolition, primary structure [1]	$400
Driveway [1]	$96
Electrical, minor (includes service upgrade)	$64
Electrical, major	$128
Fence, including dog run	$64

Fireplace, masonry	$128
Fireplace, prefab	$96
Flag pole	$64
Foundation (preliminary work for a principal project)	$120
Furnace, heat pump and other heating systems*	$64
Garage floor [1]	$64
Gazebo	$96
Hot tub or spa	$96
Landscape structures [1]	$64
Lawn irrigation system	$96
Mechanical	$64
Patio [1]	$64
Patio with foundation [1]	$96
Plumbing	$96
~~Satellite dish (greater than 3 feet in diameter)~~	~~$32~~
Shed (no greater than 168 square feet in area) [1]	$64
Signs	See § 6-13-4(B)
Sidewalk (greater than 4 feet in width)	$64
Stoop	$64
Structural modification, minor [1]	$96
Swimming pool, above-ground	$96
Swimming pool, in-ground [1]	$256
Utility service connection or repair [1,2]	$64
Water heater	$48
Window and/or door replacement (with change in size or location)	$64
Wireless communications dish/antenna/tower	See §16-13-4(B)
Work not listed herein but similar to one of the above, as directed by the building official	As determined by the building official
~~* Air conditioner and furnace as one project~~	~~$96~~

[1] Public Improvement Preservation Bond required unless waived by the building official. See §12-3-17.

[2] Water and sewer fees are required for new utility service connections, or increases in the sizes of existing connections. See §6-13-8.

(1) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to nonresponsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(2) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be $80 per each, and payment shall be required at time of scheduling the inspection.

(3) *Engineering securities.* A Public Improvement Preservation Bond, if required, shall be in accordance with §12-3-17.

(D) *Permit not required.* Building permits shall not be required for the following one- and two-family residential work. Nonetheless, all work must comply with applicable village codes and ordinances.

Decorative landscape features
Dish antenna no greater than three feet in diameter

Fire pit
Low voltage system
Mailbox (Must comply with Public Works Department installation requirements.)
~~Racking not greater than 5.75 feet in height (commercial/industrial)~~
Remodeling with no addition, alteration or relocation of walls or utilities (plumbing, heating or electrical) ~~installations~~
Replacement of existing electrical fixtures, switches, receptacles and circuit breakers
Replacement of existing plumbing fixtures with no alteration of existing piping
Recreational apparatus, such as swingset or basketball hoop
Roof (not including structural repair or modification)
Routine maintenance
Security alarm system
Sidewalk (four feet or less in width and located entirely on the private lot)
Shed equal to or less than 64 square feet in area
Siding
Tent or canopy (temporary, residential)
Window or door replacement with no change in the size or location of opening

§ 6-13-4 BUILDING PERMIT AND INSPECTION FEES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MULTIPLE-FAMILY RESIDENTIAL CONSTRUCTION.

(A) Type D – *n~~N~~ew construction, additions, alterations and accessory structures*. All plan review and clerical fees shall be due and payable at the time an application for permit is submitted. The development services fee and inspection fees shall be due and payable at the time of issuance of a permit. Fees as specified in this section shall pertain to the following types of building permits:

Accessory structure, miscellaneous [1]
Building addition [1]
Demolition, major or structural [1]
~~Fire alarm system~~
~~Fire sprinkler system~~
~~Furniture panels, with electrical work~~
Interior remodeling
New principal building [1]
Restoration
~~Swimming pool, commercial or public~~
Work not listed herein but similar to one of the above, as directed by the building official
[1] Public Improvement Preservation Bond required unless waived by the building official. See §12-3-17.

(1) *Clerical fee* $160.00

(2) *Plan review fees*. Plan review fees for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-4(A)(1), based on the types of reviews required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-4(A)(1) Commercial, Industrial, Institutional and Multiple-Family Residential Plan Review Fees Type D – New Construction, Additions, Alterations and Accessory Structures							
	Building	Zoning	Plumbing	Mechanical	Electrical	Energy	~~Fire~~	Fire Code, High Hazard and NFPA Reviews
Up to 60,000	$360	$80	$90	$90	$180	~~$180~~ $200	~~$180~~	See §6-13-7
60,001 to 80,000	$480	$80	$120	$120	$240	$240	~~$240~~	
80,001 to 100,000	$560	$80	$140	$140	$280	$280	~~$280~~	
100,001 to 150,000	$640	$80	$160	$160	$320	$320	~~$320~~	
150,001 to 200,000	$720	$80	$180	$180	$360	$360	~~$360~~	
Over 200,000	~~$800~~ $840 plus $10 per each additional 10,000 cf	$80	25% of Building Fee	25% of Building Fee	50% of Building Fee	50% of Building Fee	~~50% of Building Fee~~	

~~(3) *Supplementary plan review fees, building.* If any of the following work is included in projects listed in § 6-13-4(A), then the following plan review fees shall be required, as applicable, in addition to those given in Table 6-13-4(A)(1). If no work is included in the disciplines listed in Table 6-13-4(A)(1), then there shall be no plan review fees for those disciplines, but the supplementary plan review fees listed below shall still apply.~~

~~Foundation/shell permit~~	~~25% of building fee (min. $300)~~
~~Elevator~~	~~$320 per elevator bank~~
~~High hazard plan review~~	~~50% of building fee~~
~~Swimming pool, in-ground~~	~~$450 per pool~~

~~(4) *Supplementary plan review fees, fire.* If any of the following work is included in projects listed in § 6-13-4(A), then the following plan review fees shall be required, as applicable, in addition to those given in Table 6-13-4(A)(1). If no work is included in the disciplines listed in Table 6-13-4(A)(1), then there shall be no plan review fees for those disciplines, but the supplementary plan review fees listed below shall still apply.~~

~~High hazard plan review~~	~~50% of fire fee~~
~~Hood and duct (type 1)~~	~~$320 per system~~
~~Hood and duct (type 2)~~	~~$200 per system~~
~~NFPA plan review~~	~~100% of fire fee (min. $300)~~
~~Spray booth~~	~~$320 per booth~~

(3) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to nonresponsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(~~5~~ 4) *Development services fee.* The development services fee for commercial, industrial, institutional and multiple-family residential construction shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be ~~$5.10~~ $5.60 per $1,000 of valuation, with a minimum fee of ~~$100~~ $50. See § 6-13-5.

(~~6~~ 5) *Inspection fees.* Inspection fees for commercial, industrial, institutional and multiple-family residential construction shall be in accordance with Table 6-13-4(A)(2), based on the types of inspections required. ~~Inspection fees are based on up to two inspections within each applicable inspection discipline.~~

Table 6-13-4(A)(2)
Commercial, Industrial, Institutional and Multiple-Family Residential Inspection Fees
Type D – New Construction, Additions, Alterations and Accessory Structures
(Number of allocated inspections)

~~Size~~ Volume of Building or Work Area (cubic ft.)	Building (~~8~~)	Plumbing (~~2~~)	Mechanical (~~2~~)	Electrical (~~2~~)	Energy (~~2~~)	~~Fire~~ (~~2~~)	Fire Code	Occupancy* (~~8~~)
Up to 60,000	~~$320~~ $420	~~$80~~ $240	~~$80~~ $100	~~$160~~ $180	~~$80~~ $100	~~$80~~	See §6-13-7	~~$320~~ $80
60,001 to 80,000	~~$400~~ $525	~~$100~~ $300	~~$100~~ $125	~~$200~~ $225	~~$100~~ $125	~~$100~~		~~$400~~ $100
80,001 to 100,000	~~$480~~ $630	~~$120~~ $360	~~$120~~ $150	~~$240~~ $270	~~$120~~ $150	~~$120~~		~~$480~~ $120
100,001 to 150,000	~~$560~~ $710	~~$140~~ $420	~~$140~~ $175	~~$280~~ $315	~~$140~~ $175	~~$140~~		~~$560~~ $140
150,001 to 200,000	~~$640~~ $840	~~$160~~ $480	~~$160~~ $200	~~$320~~ $360	~~$160~~ $200	~~$160~~		~~$640~~ $160
Over 200,000	~~$720~~ $840	~~$180~~ $540	~~$180~~ $225	~~$360~~ $405	~~$180~~ $225	~~$180~~		~~$720~~ $180

~~* Includes two inspections by the Carol Stream Fire Protection District (25% of the fee for final occupancy inspections).~~

(~~7~~ 6) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection ~~inspections within each applicable inspection discipline~~. The fees for a~~A~~dditional inspections shall be ~~compensated at~~ $80 per each, and ~~such~~ payment shall be required at time of scheduling the inspection.

(7) *Supplemental fees.* If the scope of work includes work of the types listed in §6-13-4(B), and such work is not, in the judgment of the building official, a customary and ancillary part of the construction,

then the fees for such work as listed in §6-13-4(B) shall be required, as applicable, in addition to those listed in this section.

(8) *Fire Code fees.* If the scope of work includes work regulated by the adopted Fire Code of the Village of Carol Stream, then the fees for plan review and inspection of such work as listed in §6-13-7(A) shall be required, as applicable, in addition to the fees listed in this section.

(9) *Water and sewer fees.* If connection to the Carol Stream water distribution system and/or sanitary sewer system is required, fees shall be in accordance with §6-13-8.

~~(8) *Supplementary inspection fees, building.* If any of the following work is included in projects listed in § 6-13-4(A), then the following inspection fees shall be required as applicable in addition to those given in Table 6-13-4(A)(2).~~

~~Foundation/shell permit~~	~~$160~~
~~Elevator~~	~~$240 per elevator bank~~
~~High hazard inspection~~	~~25% of building inspection fee~~
~~Spray booth~~	~~$160 per booth~~

~~(9) *Supplementary inspection fees, fire.* If any of the following work is included in projects listed in § 6-13-4(A), then the following inspection fees shall be required, as applicable, in addition to those given in Table 6-13-4(A)(2).~~

~~Fire pump test~~	~~$240~~
~~High hazard inspection~~	~~100% of fire inspection fee~~
~~Hood and duct (type 1)~~	~~$320 per system~~
~~Hood and duct (type 2)~~	~~$240 per system~~
~~Hydrostatic test~~	~~$240~~
~~Spray booth~~	~~$160 per booth~~

(10) *Engineering fees and securities.* If engineering plans are required, fees shall be in accordance with §6-13-9. A Public Improvement Preservation Bond, if required, shall be in accordance with §12-3-17.

(11) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village's building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

(B) *Type E – miscellaneous ~~Other~~ commercial industrial, institutional and multiple-family residential.* All plan review, clerical and inspection fees are included in the fees as listed in this section, below. The development services fee shall be as prescribed in §6-13-4(B)(2). All fees for ~~other~~ miscellaneous commercial industrial, institutional and multiple-family residential construction shall be due and payable at the time an application for permit is submitted.

(1) *Plan review, clerical and inspection fees.*

Accessory structure, minor [2]	$120
~~Boiler, furnace, heat pump, a/c condenser, and other hvac equipment~~	~~$120 plus $20 per unit~~
Construction and sales trailers, temporary	$200
Conveyor system [1]	$240 per level
Demolition, minor, nonstructural or emergency [1]	$40

Driveway (per each) [2]	$80
Electrical (includes service upgrade)	$240
Electrical, minor (includes fixture replacement)	$80 plus $1 per fixture
Elevator [1]	$600 per elevator bank
Emergency repair	$320
Equipment (includes removal, installation, relocation) [1]	$80 plus $20 per piece plus $40 per discipline plus $80 for Special Permit process
Fence, exterior (includes trash enclosure)	$80
Fence, interior [1]	$120
Fire alarm system [1]	$80
Fire pump test [1]	$40
Fire suppression system [1]	$160
Flagpole	$120
Foundation (preliminary work for a principal project)	25% of building fee See Table 6-13-4(A)(1) Minimum $480
Furniture panels, with electrical work	$80
Hood and duct (type 1) [1]	$80
Hood and duct (type 2) [1]	$80
HVAC equipment, new or replacement (boiler, furnace, heat pump, a/c, etc.)	$120 plus $20 per unit
HVAC system, new [1]	$240
Hydrostatic test [1]	$40
Lawn irrigation system	$160
Low voltage wiring	$120
Mechanical	$120
Parking lot maintenance (sealcoating and striping)	$160
Parking lot patching, overlay, expansion or reconstruction [2]	
Less than 20,000 square feet	$160
20,000 to 100,000 square feet	$200
Greater than 100,000 square feet	$240
Parking lot, temporary [2]	$160
Patio [2]	$120
Plumbing	~~$240~~ $300
Racking system (does not include sprinkler system) [1]	
Less than 5.75 feet in height	No permit required
5.75 to 12 feet in height	$280
12.01 to 40 feet in height	$320
Greater than 40 feet in height	$360
Roofing and siding	$160
Security alarm system	No permit required
Sidewalk [2]	$120
Sign, face change	$40 plus $10 per additional sign of the same type
Sign, permanent, no electrical	
Ground	$120 plus $20 per additional sign of the same type
Wall	$80 plus $20 per additional sign of the same type

Sign, permanent with electrical	
Ground	$160 plus $20 per additional sign of the same type
Wall	$120 plus $20 per additional sign of the same type
Sign, temporary	~~$80~~ $40 plus $10 per additional sign of the same type
Sign, temporary, special event	$40 plus $10 per type of sign used
Spray booth [1]	$480 per booth
Stocking and training, temporary 15-day	$80
Storage tank	$80
Structural modification, minor [2]	$200
Swimming pool, commercial or public [2]	$700
Tent, temporary [1]	$160
Utility service connection [2,3] ~~or repair~~	~~$120~~ $200
Utility service repair [2]	$120
Wireless communications dish/antenna/tower	$300 plus $100 per each additional review
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

[1] Fire Protection District fees required. See § 6-13-7(B).

[2] Engineering fees and/or securities required unless waived by the building official. See § 6-13-9 and §12-3-17.

[3] Water and sewer fees required. See § 6-13-8.

(2) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to nonresponsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(~~2~~ 3) *Development services fee.* The development services fee for ~~other~~ miscellaneous commercial, industrial, institutional and multiple-family residential construction shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be ~~$5.10~~ $5.60 per $1,000 of valuation, with a minimum fee of ~~$100~~ $50. See §6-13-5.

(~~3~~ 4) *Fees for additional inspections.* Inspection fees for ~~other~~ miscellaneous commercial industrial, institutional and multiple-family residential permits are based on up to ~~a maximum of~~ two of each type of required inspection ~~inspections~~. Additional inspections shall be compensated at $80 per each, and such payment shall be required at time of scheduling the inspection.

(5) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village's building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

§ 6-13-5 DEVELOPMENT SERVICES FEE.

For every type of permit requiring a Development Services Fee, the applicant shall provide an estimated building valuation at the time of application for permit. Building valuations shall include the total ~~value~~ cost of construction materials and labor for the types of work associated with ~~for which~~ the permit ~~is being issued~~, such as foundation work; structural and nonstructural building components; permanent systems such as electrical,

gas, mechanical~~,~~ and plumbing; and interior finish material ~~equipment and permanent systems~~. The building valuation does not include such items as appliances, decorations, furnishings or non-building-related items. The Development Services Fee shall be based on the estimated building valuation as approved by the building official. If, in the opinion of the building official, the building valuation is underestimated on the permit application, the ~~permit~~ application shall be denied, unless the applicant is able to provide detailed information in support of the estimate to meet the approval of the building official. In the event of a dispute, the building official shall use the latest version of the Building Valuation Data published in the International Code Council's Building Safety Journal or other similar cost-per-square-foot resource to determine the minimum acceptable valuation. The final building permit valuation shall be set by the building official.

§ 6-13-6 CONSULTANT AND AGENCY FEES.

(A) *Consultant services.* The Village's costs of legal review, structural engineering review, and other special reviews required by the Community Development Director to be performed by means of outside consultant services shall be paid for at the billed rate as charged to the Village by the consultant. This shall not include consultant fees for plan review or inspections performed by the Village's building codes consultant. Payment for consultant services fees shall be due and payable at the time of issuance of a permit.

(B) *Expedited consultant review fee.* The cost of expedited consultant review shall be paid for at the billed rate as charged to the Village by the consultant plus a 10% administrative fee, and shall be paid at the time of permit application.

(~~B~~ C) *Recording fees.* Fees incurred by the Village for the recording of documents with DuPage County by the Village Clerk shall be reimbursed by the applicant at a cost of 100% of the actual recording cost.

(~~C~~ D) *DuPage County impact fees.* It shall be the responsibility of the permit applicant to comply with the requirements of the DuPage County Fair Share Road Improvement Impact Fee Program. Evidence of such compliance shall be required prior to issuance of a building permit.

(E) *Other agency fees.* It shall be the responsibility of the permit applicant to comply with the requirements of all applicable regulatory agencies, including but not limited to the DuPage County Health Department, the Illinois State Fire Marshal and the Illinois Department of Public Health.

§ 6-13-7 FIRE ~~PROTECTION DISTRICT~~ PREVENTION FEES.

Fees for plan review and inspection of commercial, industrial, institutional and multiple-family residential construction ~~by the Carol Stream Fire Protection District~~ in accordance with the requirements of the adopted Fire Code of the Village of Carol Stream shall be as prescribed ~~in this section~~ herein.

(A) *Type D – New construction, additions, alterations and accessory structures.* All fees for fire prevention plan review ~~by the Carol Stream Fire Protection District~~ shall be as prescribed in ~~§6-13-4.~~ this section, shall be required in addition to the fees given in Tables 6-13-4(A)(1) and 6-13-4(A)(2), and shall be due and payable at the time an application for permit is submitted. Fees as specified in this section shall pertain to the following types of building permits:

Accessory structure, miscellaneous
Building addition
Demolition, major or structural
Interior remodelling
New principal building
Restoration
Work not listed herein but similar to one of the above, as directed by the building official.

(1) *Plan review fees.* Fees for fire prevention plan review for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-7(A)(1), based on the types of reviews required.

Volume of Building or Work Area (cubic ft.)	**Table 6-13-7(A)(1) Fire Prevention Plan Review Fees Type D – New Construction, Additions, Alterations and Accessory Structures**		
	Fire Code	**High Hazard**	**NFPA**
Up to 60,000	$180	$540	$300
60,001 to 80,000	$240	$720	$300
80,001 to 100,000	$280	$840	$300
100,001 to 150,000	$320	$960	$300
150,001 to 200,000	$360	$1,080	$300
Over 200,000	50% of Building Fee	150% of Building Fee	25% of Building Fee (Min. $300)

(2) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to nonresponsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(3) *Inspection Fees.* Fire prevention inspection fees for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-7(A)(2), based on the types of inspections required.

Volume of Building or Work Area (cubic ft.)	**Table 6-13-7(A)(2) Fire Prevention Inspection Fees Type D – New Construction, Additions, Alterations and Accessory Structures**		
	Fire Code	**High Hazard**	**Final Occupancy**
Up to 60,000	$80	$80	$80
60,001 to 80,000	$100	$100	$100
80,001 to 100,000	$120	$120	$120
100,001 to 150,000	$140	$140	$140
150,001 to 200,000	$160	$160	$160
Over 200,000	$180	$180	$180

~~(1) *Supplementary plan review fees.* If any of the following work is included in projects listed in §6-13-4(A), then additional plan review fees shall be required as prescribed in § 6-13-4(A)(4).~~

~~High hazard plan review~~
~~Hood and duct (type 1)~~
~~Hood and duct (type 2)~~
~~NFPA plan review~~
~~Spray booth~~

~~(2) *Supplementary inspection fees.* If any of the following work is included in projects listed in §6-13-4(A), then the additional inspection fees shall be required as prescribed in § 6-13-4(A)(9).~~

~~High hazard inspection~~
~~Hood and duct (type 1)~~
~~Hood and duct (type 2)~~
~~Hydrostatic test~~
~~Spray booth~~

(~~3~~ 4) ~~*Additional* *Fees for additional* *inspection* *fees*~~. Inspection fees are based on up to two of each type of required inspections ~~within each applicable inspection discipline~~. The fees for a~~A~~dditional inspections shall be ~~compensated at~~ $80 per each, and ~~such~~ payment shall be required at time of scheduling the inspection.

(5) *Supplemental fees.* If the scope of work includes work of the types listed in § 6-13-7(B), and such work is not, in the judgment of the building official, a customary and ancillary part of the construction, then the fees for such work as listed in § 6-13-4(B) shall be required, as applicable, in addition to those listed in this section.

(B) *Type E – Miscellaneous* ~~*Other*~~ *commercial industrial, institutional and multiple-family residential.* ~~If any of the following work is included in projects listed in §6-13-4(B), then the following fees shall be required as applicable in addition to those prescribed in § 6-13-4(B).~~ All fees for fire prevention plan review and inspection shall be as prescribed in this section, and shall be required in addition to the fees given in § 6-13-4(B).

Conveyor system	$80 per level
Demolition, minor, nonstructural or emergency	$40
Elevator	$40 per elevator bank
~~New or relocation of e~~Equipment (includes removal, installation, relocation)	$40
Fence, interior	$80
Fire alarm system	$0.02 per square foot ($300 minimum)
Fire pump test	$240
Fire suppression system	
Carbon dioxide or clean agent system	
Up to 105 pounds	$200
	$1.50 per each additional pound
Dry chemical system	$500
Sprinkler system (dry, wet, pre-action, etc.)	
Technical submittal (required for all)	$100 for initial design area
	$50 for each additional design area
Up to 100 heads	$500
101 to 200 heads	$600
201 to 300 heads	$700
301 to 500 heads	$800
Over 500 heads	$900 plus $1 each

Hood and duct (type 1)	$460 per system
Hood and duct (type 2)	$360 per system
HVAC system, new	$80
Hydrostatic test	$240
Racking system (does not include sprinkler system)	
Less than 5.75 feet in height	No permit required
5.75 to 12 feet in height	$60
12.01 to 40 feet in height	$80
Greater than 40 feet in height	$100
Spray booth	$80 per booth
~~Stocking and training, temporary 15-day~~	~~$40~~
Tent, temporary	$40
Work not listed herein, ~~as directed~~but similar to one of the above, as directed by the ~~fire code~~ building official	~~As determined~~ As determined by the ~~fire code~~ building official

§ 6-13-8 WATER AND SEWER FEES.

Permit fees for connection to the water distribution system and sewer system of the village shall be as prescribed in § 6-13-3 and § 6-13-4. Water and sewer fees shall be due and payable at the time of issuance of a permit.

(A) *Water meter fee.* Water meter fee shall be based on the current cost to the village of the water meter, as determined by the Director of Public Works and given on the current schedule of costs produced by the Public Works Department.

(B) *Water connection tap-on fee, potable water.* The potable water connection tap-on fee shall be based upon the size of each service connection tap made into the water system, as follows:

Size of tap	Tap-on fee*
¾"	$150
1"	$200
1½"	$250
2"	$300
3"	$600
4"	$1,000
6"	$1,500
8"	$2,000
10"	$2,500

* In the event any building or premises contains more than one dwelling or commercial unit, an additional fee of $150 per each additional unit shall be required.

(C) *Water connection tap-on fee, fire suppression.* The fire suppression system water connection tap-on fee shall be based upon the size of each service connection tap made into the water system, as follows:

Size of tap	Tap-on fee
¾"	$50
1"	$50
1½"	$50
2"	$50
3"	$60
4"	$100
6"	$150
8"	$200
10"	$250

(D) *Water connection tap-on fee, combined system.* If a connection to the water system shall be of a size sufficient to provide potable water to the facility as well as water for a fire suppression system, the water connection tap-on fee shall be based upon the size of the water tap made into the water system, as prescribed in §6-13-8(B).

(E) *Sanitary sewer connection tap-on fee.* The sanitary sewer connection tap-on fee shall be based upon the size of each separate service connection tap made into the sanitary sewer system, as follows:

Size of tap	Tap-on fee*
6"	$200
8"	$700
10"	$1,200
12"	$1,800
15"	$2,500

* In the event any building or premises contains more than one dwelling or commercial unit, an additional fee of $150 per each additional unit shall be required.

(F) *Water and sewer expansion connection fee, residential.* The water and sewer expansion connection fee for residential units shall be based upon the number and type of residential units, as follows:

Type of property	Fee per unit
Single-family residence, attached or detached	$2,595
Multiple-family residential building	
Efficiency or studio apartment	$865
One-bedroom apartment	$1,297
Two bedroom apartment	$1,730
Three bedroom apartment	$2,162

(G) *Water and sewer expansion connection fee, commercial/industrial/institutional.* The water and sewer expansion connection fee for commercial, industrial and institutional users shall be $865 per 100 gallons of estimated average daily water consumption, with a minimum fee of $865. The estimate must be submitted by the party in responsible charge of the design and approved by the building official or his or her designee.

(H) *Water and sewer expansion connection fee, water or sewer connection only.* The water and sewer expansion connection fee for a user who seeks a connection only to the water system of the village shall be 28% of the water and sewer expansion connection fee otherwise applicable to the property. The water and sewer expansion connection fee for a user who seeks a connection only to the sanitary sewer system of the village shall be 72% of the water and sewer expansion connection fee otherwise applicable to the property.

(I) *Water and sewer service connection repair permit fee.* The permit fee for the repair of service connections to the village's water and sewer systems shall be as prescribed in § 6-13-3(C) and § 6-13-4(B).

(J) *Insurance and performance bond requirements.* No permit for a water or sewer connection shall be issued unless the person applying therefor, or the contractor, shall have first procured public liability insurance meeting the requirements of § 13-2-7, and have filed with the village a performance bond meeting the requirements of § 13-2-8.

§ 6-13-9 ENGINEERING FEES AND DEPOSITS.

(A) *Engineering plan review fee and deposit.* Except as otherwise provided herein, the engineering fee for the review of plans by the Village Engineer, or his or her designee, shall be based on the design engineer's estimated probable cost of construction which has been approved by the Village Engineer. A plan review deposit is payable at the time of permit application. Plan reviews shall not be performed until the deposit has been paid. This plan review deposit amount may be amended by the Village Engineer, but only upon approval of a preliminary probable cost of construction estimate. This deposit will be utilized for payment of the required plan review fee. If the plan review fee exceeds the deposit amount, then the required additional amount shall be payable at the time of approval of final engineering plans. If a reimbursement of deposited funds is due the permit applicant, then remittance will be made upon approval of the final estimated probable cost of construction.

(1) *Engineering plan review deposit.* The engineering plan review deposit shall be $2,500.

(2) *Engineering plan review fee, subdivision improvement plans.* The engineering fee for the review of subdivision improvement plans by the Village Engineer, or his or her designee, shall be ½% of the design engineer's estimated probable cost of construction which has been approved by the Village Engineer.

(3) *Engineering plan review fee, all other improvement plans.* The engineering fee for the review of plans by the Village Engineer, or his or her designee, shall be 1% of the design engineer's estimated probable cost of construction which has been approved by the Village Engineer. The engineering fee for the review of plans by the Village Engineer, or his or her designee, for minor parking lot maintenance repairs such as resurfacing or patching as determined by the Village Engineer, or his or her designee, shall be $175 per application.

(B) *Engineering inspection fee.* The engineering fee for inspections performed during the course of construction by the Village Engineer, or his or her designee, shall be 2% of the probable cost of construction as estimated by the design engineer and approved by the Village Engineer, such fee to be payable at the time of approval of final engineering plans. The engineering fee for inspections performed during the course of construction by the Village Engineer, or his or her designee, for minor parking lot maintenance repairs such as resurfacing or patching as determined by the Village Engineer, or his or her designee, shall be 1% of the probable cost of the repairs or construction, as estimated by the design engineer and approved by the Village Engineer.

(C) *Stormwater management plan review and inspection fees and deposit.* The village's costs of stormwater management plan review and inspections, performed by means of outside consultant services, shall be paid for at the billed rate as charged to the village by the consultant. A stormwater management deposit in an amount as determined by the Village Engineer, in accordance with the village's schedule of stormwater management deposits, plus a non-refundable processing fee of $120, shall be payable at the time of permit application. Plan reviews shall not be performed until this stormwater management deposit and processing fee have been paid. The stormwater management deposit shall be remitted to the permit applicant only at such time as all village invoices for consultant services and the processing fee have been paid.

(D) *Land movement permit fee.* Engineering review and inspection fees and deposits for issuance of a permit for any land movement within the jurisdiction of the village shall be in accordance with § 6-13-9(A), § 6-13-9(B) and § 6-13-9(C).

(E) *Excavation or street cut permit fee.* Engineering review and inspection fees and deposits for issuance of a permit for any street cut or excavation within public right-of-way under the jurisdiction of the village shall be in accordance with § 6-13-9(A) and § 6-13-9(B).

(F) *Grading guarantee deposit for new 1&2-family residential construction.* In addition to any other permit fees payable for new 1&2-family residential construction, there shall be deposited with the village cash, or adequate security, in the amount of $500 per lot, which shall be known as the grading guarantee deposit. This deposit shall be in addition to any project performance bond or letter of credit previously established with regard to the property. The purpose of this grading guarantee deposit shall be to ensure that the individual lot has been properly graded so as to provide acceptable drainage, and that a minimum of four inches of topsoil has been spread across the lot.

(1) The village shall return the amount of the deposit or release the amount of the security once the grading conditions of the lot have been tested by usage, settling, rainfall and other conditions. The amount of the grading guarantee deposit shall be held or shall remain available for the benefit of the village for a period of no more than one year after the issuance of a certificate of occupancy or occupancy variance, unless the village notifies the party responsible for the grading guarantee deposit of the specific defect existing in the grading and drainage of the lot.

(2) In the event that the grading defect is determined, but not corrected after reasonable notice, the village may utilize the funds to correct the defect. However, the utilization of this grading guarantee deposit shall not prevent the village from taking other action against the party responsible for the defect. Without regard to any other provision of this section, the grading guarantee deposit shall not be released by the village until the entire area immediately affected by the drainage characteristics of the individual lot shall have also been found to comply with the ordinances of the village relating to drainage.

(G) *Security for subdivision improvements.* For the requirements of securities for subdivision improvements, see § 7-2-8.

(H) *Public Improvement Preservation Bond.* For the requirements of public improvement preservation bonds, see § 12-3-17.

§ 6-13-10 OCCUPANCY VARIANCE AND PERFORMANCE GUARANTEE DEPOSITS.

(A) *Occupancy variance deposit.* A variance from the requirements for occupancy may be granted by the ~~Village Manager~~ building official, or his or her designee, in light of an inability of the builder to complete such requirements due to inclement weather or upon other good cause shown as being beyond the control of the builder. Such requirements for occupancy shall include completion of all work items associated with the approved building permit or permits for the occupied space within the premises. A variance shall not be granted from health or life safety code requirements.

(1) When a variance is so issued, there shall be ~~deposited with~~ submitted to the village a cash ~~payment~~ deposit in the amount of ~~115%~~ 125% of the estimated probable cost of construction of the incomplete work, including the cost of completion of as-built plans if so required by the Village Engineer. The estimated probable cost of construction shall be approved by the building official or his or her designee. ~~Such cash deposit shall be known as the occupancy variance deposit.~~

(~~B~~ 2) The purpose of ~~this~~ the occupancy variance deposit shall be to ensure that the items not completed at time of occupancy will be completed within 60 days after the weather, soil conditions or other impediment to completion allows for the incomplete work to be finished. Upon granting of an occupancy variance, occupancy of the premises shall be permitted. The amount of the deposit shall be held by the village, and the issuance of a certificate of occupancy shall be withheld~~,~~ until such time as the work has been completed.

(~~C~~ 3) If the specific defects pertaining to the occupancy variance deposit are not corrected within the 60-day period set forth above, the village shall notify the party ~~depositing~~ which submitted the occupancy variance deposit of the specific defect still preventing the issuance of a final certificate of occupancy and the release of the deposit. The village may, after reasonable notice, utilize the funds to correct the defect. The utilization of this occupancy variance deposit shall not prevent the village from taking other action against the person responsible for the defect preventing the issuance of the certificate of occupancy, including but not limited to~~,~~ the filing of a lawsuit for injunction, ordinance violation or the withdrawal of the occupancy permit.

(~~D~~ 4) Without regard to any provision contained within this Code, the occupancy variance deposit shall not be released by the village until the entire area immediately affected by the incomplete work items shall have also been found to comply with the ordinances of the village.

(B) *Performance guarantee deposit.* A temporary postponement of the requirements for completion of landscaping or landscape appurtenances may be granted by the building official, or his or her designee, in light of an inability of the builder to complete such work due to inclement weather or upon other good cause shown as being beyond the control of the builder. Such requirements shall include completion of all landscaping or landscape appurtenance work items associated with the approved building permit or permits for a premises or common area adjacent thereto, if applicable. Approval of such postponement shall not be granted unless the premises has otherwise been deemed ready for occupancy and all health and life safety code requirements have been completed.

(1) When a temporary postponement of the requirements for completion of landscaping or landscape appurtenances is approved by the building official, there shall be submitted to the village a cash deposit in the amount of 125% of the estimated probable cost of construction of the incomplete work. The estimated probable cost of construction shall be approved by the building official or his or her designee. Such cash deposit shall be known as the performance guarantee deposit.

(2) The purpose of the performance guarantee deposit shall be to ensure that the items not completed at time of occupancy will be completed within 60 days after the weather, soil conditions or other impediment to completion allows for the incomplete work to be finished. Upon granting of a temporary postponement of the requirements for completion of landscaping or landscape appurtenances, a certificate of occupancy shall be issued and occupancy of the premises shall be permitted. The amount of the deposit shall be held by the village until such time as the work has been completed.

(3) If the specific defects pertaining to the performance guarantee deposit are not corrected within the 60-day period set forth above, the village shall notify the party which submitted the performance guarantee deposit of the specific defect still preventing the release of the deposit. The village may, after reasonable notice, utilize the funds to correct the defect. The utilization of this performance guarantee deposit shall not prevent the village from taking other action against the person responsible for the defect preventing the release of the deposit, including but not limited to the filing of a lawsuit for injunction or ordinance violation.

(4) Without regard to any provision contained within this Code, the performance guarantee deposit shall not be released by the village until the entire area immediately affected by the incomplete work items shall have also been found to comply with the ordinances of the village.

§ 6-13-11 ELEVATOR INSPECTION FEES.

As the local permitting authority, the Village of Carol Stream is responsible for the permitting of new elevator construction and elevator alterations. The building permit and inspection fees for such work shall be as indicated in §6-13-4(B). However, t~~T~~he authority to regulate and inspect public elevators lies within the jurisdiction of the Office of the State Fire Marshal, and so the requirements of that Office shall also apply. ~~The village imposes no fee for elevator inspection.~~

§ 6-13-12 ZONING AND PLAT APPROVAL FEES.

All fees shall be due and payable at the time an application for zoning or plat approval is submitted. No such request for approval shall be forwarded to the Plan Commission or Zoning Board of Appeals for review without full payment of the required fee. Payment of the fee is no way contingent on whether the plan of subdivision submitted is approved or disapproved.

Annexation approvals	
New development	$2,000
Other	$800
Annexation agreement amendment	$800
Appearance fee for approvals required by the Zoning Code but not listed herein	$500
Concept plan review	~~$300~~ $640
Easement encroachment	$300
Executive Development Committee review	~~$500~~ $640
Gary/North Avenue Corridor review	
~~Existing property, one discipline~~	~~$500~~
~~Existing property, two disciplines~~	~~$1,000~~
~~Existing property, three disciplines~~	~~$1,500~~
Existing property	
New or replacement ground signs or pole signs	$500
One discipline (site design, architecture or landscaping)	$500
Two disciplines	$1,000
Three disciplines	$1,500
New development	$1,500
Parking approval as required by §16-13-3	$640
Performance guarantee	$80
Planned unit development	
Existing PUD, minor change	$500
Existing PUD, major change	$1,000
New PUD	$1,500
Plat of easement	$160
Plat of subdivision	
Less than five acres	$400
Five to fifty acres	$700
Greater than fifty acres	$1,000
Consolidation, no new lot created	$400
Rezoning	$640
Special use	
First	$800
Each additional	$200
Special use amendment	$800
Temporary building, structure or use	$120

Text amendment (Building Codes, Fence Code, Sign Code, Subdivision Code)	$240
Text amendment (Zoning Code)	$640
Variation (Fence Code, Sign Code, Subdivision Code, Zoning Code)	
First	$640
Each additional	$200
Zoning verification letter	$80
Work not listed herein, but similar to one of the above, as directed by the Community Development Director	As determined by the Community Development Director

§ 6-13-13 ANNEXATION FEES

See Chapter 12, Article 1.

§ 6-13-14 LAND AND CASH DONATIONS.

See Chapter 7, Article 8.

§ 6-13-15 CODE APPEAL FEES.

The fee for an appeal of the application of the building construction and maintenance codes or the zoning code of the village shall be $400.

§ 6-13-16 DOCUMENT SALES AND REPRODUCTION COSTS.

(A) *Publication costs.*

Zoning Code	$ 25.00
Subdivision Code	$ 20.00
Engineering Design Manual	$ 30.00
Local amendments to the adopted building codes	$ 25.00
Any part of the above documents, per page	$ 0.20

(B) *Document sales.*

Official Zoning Map	
11" x 17"	$ 3.00
36" x 48"	$ 15.00
Future Land Use Plan	
11" x 17"	$ 3.00
36" x 48"	$ 15.00

	B&W	***Color***
Reproduction of archive records, per page (11" x 17" or smaller)	$ 0.20	$ 0.40

	B&W	***Color***
Duplication, per copy per page (11" x 17" or smaller)	$ 0.20	$ 0.40

Duplication of plans (larger than 11" x 17"), per copy, shall be in accordance with the following costs per sheet:

Size	*Paper (B&W)*	*Paper (Color)*	*Glossy*	*Mylar*
36" x 24"	$3.00	$5.00	$8.00	$10.00
36" x 36"	$5.00	$9.00	$14.00	$17.00
36" x 48"	$7.00	$13.00	$19.00	$24.00
36" x 60"	$9.00	$16.00	$25.00	$31.00
36" x 72"	$11.00	$20.00	$31.00	$38.00

§ 6-13-17 PENALTY.

If work is commenced prior to obtaining a required permit, the permit fee shall be increased by 50%, with the stipulation that such permit fee increase shall be not less than $75 nor more than $750.

§6-13-18 WAIVER OF PERMIT FEES FOR GOVERNMENTAL AGENCIES

Building, zoning and engineering permit fees as set forth in this Article of the Carol Stream Code of Ordinances for construction, alteration, demolition and other building operations in the Village of Carol Stream shall be waived for governmental agencies, with the exception of actual costs incurred and paid by the Village, provided that the construction, alteration, demolition and other building operations are for a governmental purpose. The term "governmental agency" shall refer to a unit of local government, public taxing body or extension thereof.

§6-13-19 PROPERTY MAINTENANCE CODE ABATEMENT FEES

(A) *Contract services.* The Village's costs of mowing, weed control, property securement, and other measures deemed necessary to abate or correct a violation of the Property Maintenance Code, performed by means of contract services after failure of the property owner or responsible party to comply with the requirements of the Property Maintenance Code, shall be paid for at the billed rate as charged to the Village by the contractor(s).

(B) *Administrative fee.* The administrative fee for an action taken by the Village to abate or correct one or more violations of the Property Maintenance Code, after failure of the property owner or responsible party to comply with the requirements of the Property Maintenance Code, shall be $840.

(C) *Property lien.* The administrative fee and the fees for contract services shall be charged against the real estate upon which the violation was abated and shall be a lien upon such real estate.

ATTACHMENT B

§ 12-3-17 PUBLIC IMPROVEMENT PRESERVATION BOND.

(A) When any person applies to the Community Development Department for a building permit, ~~within the village, a copy of such permit shall be transmitted to the Community Development Department. The Community Development Department~~ the Village Engineer, or his or her designee, shall determine whether the applicant for that permit ~~has on file with~~ shall be required to submit to the village a bond or other security to guarantee to the village that the applicant shall repair or replace any pipes, drainage structures, pavement, curbs, gutters, street lights, fire hydrants or other public improvements appurtenant to any street, road, highway or easement owned, dedicated or granted to the village which is injured, damaged or destroyed during the course of construction undertaken under the building permit to be issued. ~~In the event that the applicant does not have such a bond or other security (letter of credit, maintenance bond or similar security) on file with the village in an amount sufficient to guarantee the repair or replacement of damaged public property, the Director of Community Development shall determine whether the nature of the requested construction might reasonably be expected to cause any damage to public property as aforesaid.~~ If the ~~Director of Community Development shall determine~~ Village Engineer, or his or her designee, determines that a bond is required, he or she shall establish the amount of that bond with regard to the possible damage to public property inherent in the type of construction or work sought to be performed within the request for the building permit, and shall so advise the Community Development Department in writing. No building permit shall be issued by the ~~village~~ Community Development Department until the ~~Director of Community Development shall determine~~ Village Engineer, or his or her designee, determines that no bond is needed, or in the event that a bond is needed, until such time as a public improvement preservation bond from a surety approved by the Village Attorney shall have been posted with the village. Building permits may, however, be issued by the Community Development Department in any area in which the ~~Director of Community Development~~ Village Engineer, or his or her designee, shall have indicated in writing to the ~~Village Manager~~ Community Development Department that an adequate bond or other security has previously been posted by the applicant.

(B) The form of the public improvement preservation bond shall be in a form as approved by the Village Attorney. ~~The amount of the bond shall be as approved by the Village Manager.~~

AGENDA ITEM
H-4 4-15-13

ORDINANCE NO. 2013-04-___

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A *RESTAURANT WITH BAR AREA* IN THE B-2 GENERAL RETAIL ZONING DISTRICT (LEE CROSSING/PIZZERIA DA NELLA, 600 E. NORTH AVENUE)

WHEREAS, Charles Cui of Lee Crossing, LLC, owner of The Shoppes at Carol Stream shopping plaza, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for a restaurant with bar area in the B-2 General Retail Zoning District, as provided in Section 16-9-3(C)(16) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 600 E. North Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on April 8, 2013, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Special Use and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location.

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees.

SECTION 2:

A Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow a restaurant with bar area upon the real estate commonly known as 600 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

LOT 1 AND 2 IN INTEGRITY CAROL STREAM SHOPS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 2008 AS DOCUMENT R2008-060128, IN DUPAGE COUNTY, ILLINOIS.

SECTION 3:

The approval of the Special Use Permit for a restaurant with bar area granted in Section 1 herein is subject to the facility generally being designed and operated in accordance with the attached floor plan (Exhibit A), site plan (Exhibit B), and the following conditions:

1. That the conditions of approval of Ordinance 2006-02-06, including the prohibition against box signs and the requirement that rooftop mechanical equipment be screened, remain in effect for Pizzeria Da Nella;

2. That the required Village liquor license must be obtained, and all terms of such license must be complied with, prior to the sale of alcoholic beverages at Pizzeria Da Nella;

3. That Pizzeria Da Nella must not store any merchandise or equipment outdoors on the property, including but not limited to racking, shelving, or empty product containers; and

4. That the business must operate in accordance with all applicable state, county and Village Codes and requirements.

SECTION 4:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 5:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 15th DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

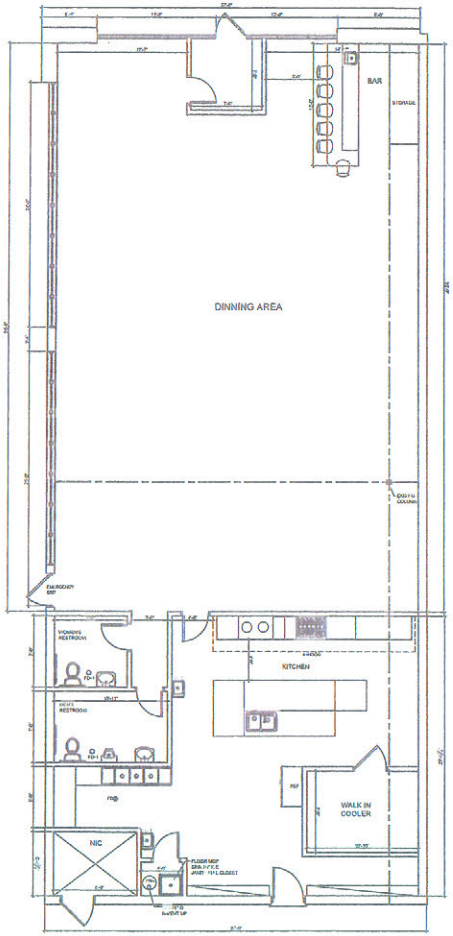
_____
Frank Saverino, Sr. Mayor

ATTEST:

_____
Beth Melody, Village Clerk

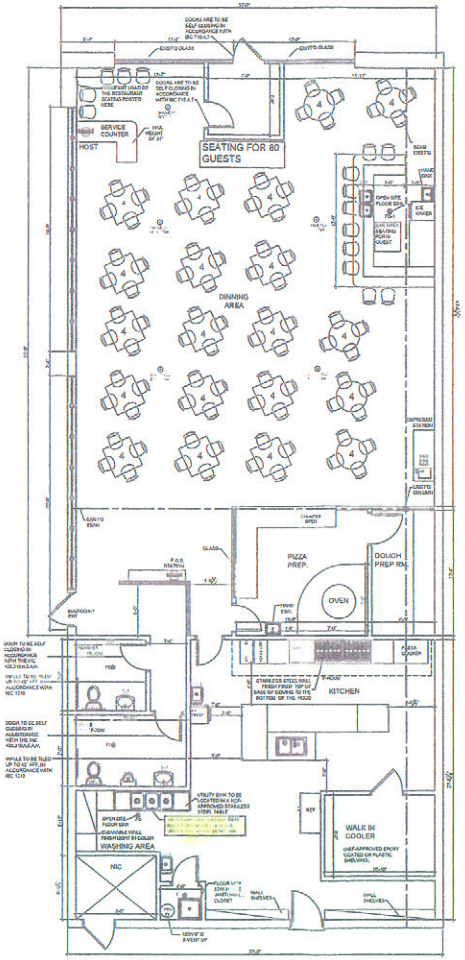
I, _____, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

_____ _____
Date Owner/Party In Interest



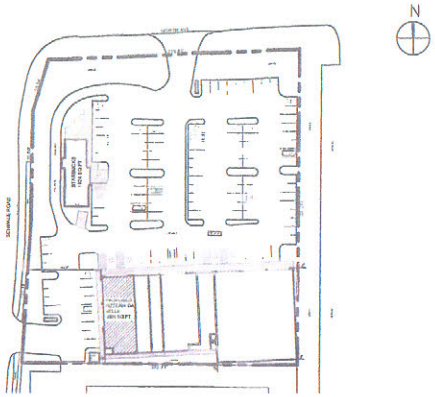
FLOOR PLAN:EXISTING

SCALE 3/16" = 1'-0"



FLOOR PLAN: PROPOSED

SCALE 3/16" = 1'-0"



N

LEGEND

- ELEVATION TAG
- WINDOW TAG
- DOOR TAG
- SECTION TAG
- KEY NOTES
- REVISION TAG

RECEIVED

COMMUNITY DEVELOPMENT DEPT

PRASHANTH MAHAKALI P.C.
156 N. JEFFERSON ST. CHICAGO, IL 60661
P: 312.450.7574 F: 312.284.6100
email: info@pmpcarch.com

THE SHOPPES AT CAROL STREAM
600 N. NORTH AVE. IL

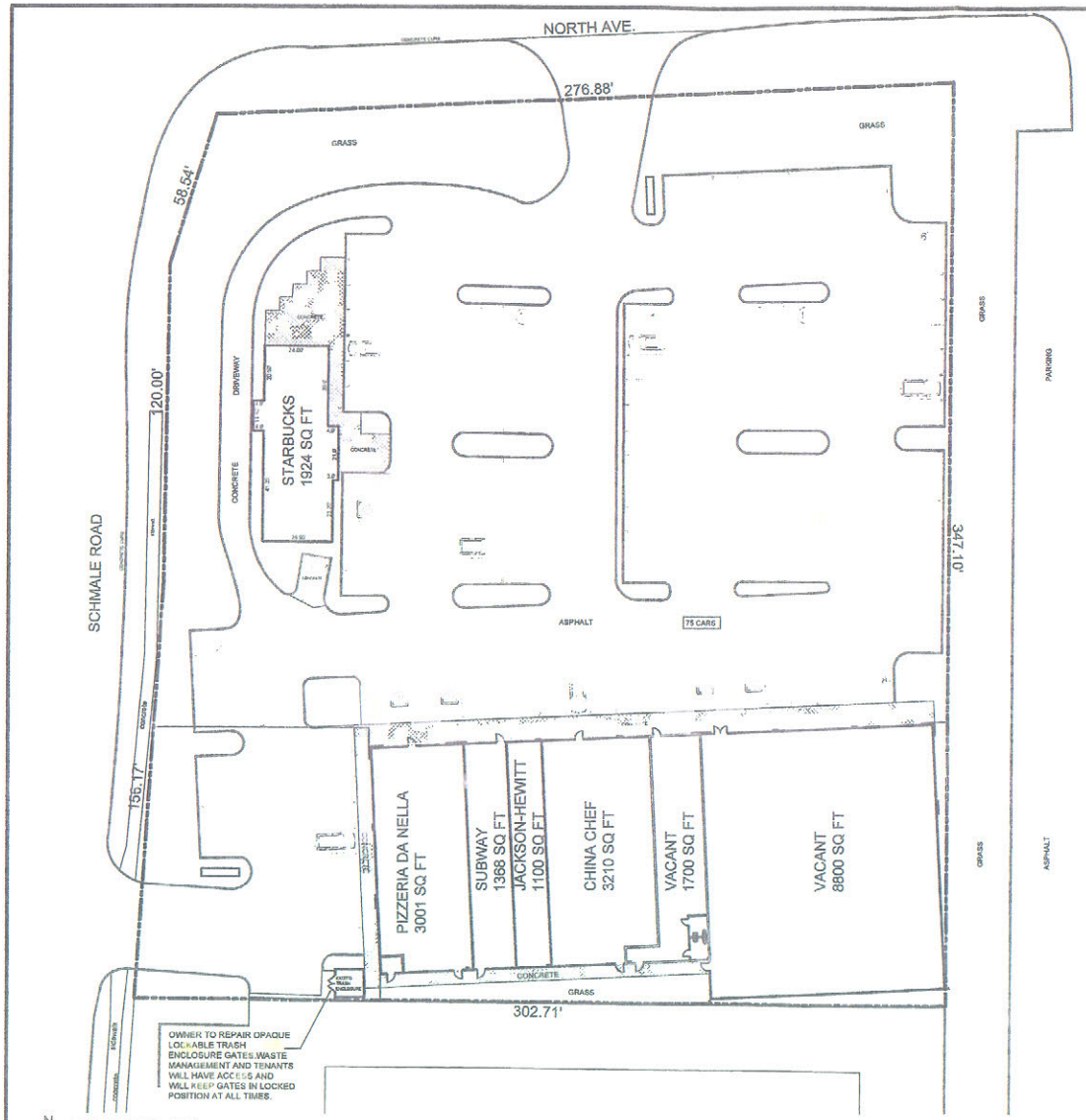
DATE (DATE)

REVISION 1

Exhibit A

SCALE: AS SHOWN
DATE: FEB. 26, 2013
600 N. NORTH AVE. IL

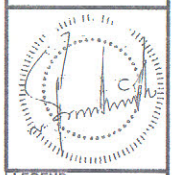
RESTAURANT REMODEL
THE SHOPPES AT CAROL STREAM
600 N. NORTH AVE. IL



N

SITE PLAN
SCALE 3/16" = 1'-0"

N



LEGEND

- ELEVATION TAG
- WINDOW TAG
- DOOR TAG
- SECTION TAG
- KEY NOTES
- REVISION TAG

SITE DATA TABLE

NO.	TENANT	HOURS OF OPERATION	SEATING CAPACITY
1	PROPOSED PIZZERIA DA NELLA	11am-10pm Mon-Sat, 11am-9am Sun	80
2	SUBWAY	Mon-Fri 7am-10pm, Sat 8am-10pm	30
3	CHINA CHEF	11am-10pm Mon-Fri, 11am-11pm Sat, 11am-9pm Sun	76
4	JACKSON HEWITT	Mon-Sun 9am-6pm, Sat 10am-2pm	10

RECEIVED
MAR 05 20[illegible]
COMMUNITY DEVELOPMENT
DEPT

ARCHITECTS NOTE: ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY DISCREPANCY BETWEEN THESE DRAWINGS AND THE CONSTRUCTION CONTRACT

ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK OF THE CONSTRUCTION CONTRACTOR(S). THE ARCHITECT SHALL NOT HAVE CONTROL OVER THE CHARGE OF ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR OR THEIR AGENTS OR EMPLOYEES OR ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK. THE ARCHITECT SHALL NOT BE "RESPONSIBLE" AS THE WORK AS THE TERM IS DEFINED IN THE ILLINOIS STRUCTURAL ACT. THE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR EXISTING AND/OR HIDDEN CONDITIONS AND DURING CONSTRUCTION BY THE CONTRACTOR. THE OWNER SOLE RESPONSIBILITY FOR CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS SHALL BE REPAIRED THIS CONSTRUCTION.

THIS DRAWING IS THE SOLE PROPERTY OF PRASHANTH MAHAKALI P.C AND IS PROTECTED UNDER US COPYRIGHT LAW AND ARCHITECTURAL WORKS PROTECTION ACT OF 1990 THE COPY OF THIS DRAWING AND OR DISTRIBUTION UNAUTHORIZED REPRODUCED, OR CONSTRUCTION OF THE STRUCTURE ERECTED HEREIN WITHOUT EXPRESS WRITTEN CONSENT OF PRASHANTH MAHAKALI P.C. VIOLATES COPYRIGHT INFRINGEMENT OF PRASHANTH MAHAKALI P.C.
ALL DRAWINGS, SPECIFICATIONS AND COMPUTER FILES ARE INSTRUMENTS OF SERVICE AND ARE AND SHALL REMAIN AND ALL OTHER RIGHT, TITLE, AND INTEREST THEREIN, INCLUDING COPYRIGHT, SHALL BE AND REMAIN THE PROPERTY OF PRASHANTH MAHAKALI P.C. ARCHITECTS. ALL RIGHTS UNDER US COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAW, ARE RETAINED BY PRASHANTH MAHAKALI P.C. ARCHITECTS. (C) 2013

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH THE LOCAL CODES OF CAROL STREAM

PRASHANTH MAHAKALI
ILLINOIS LICENSED NUMBER: 001.020550
LIC. EXP.: NOV. 2014

I CERTIFY THAT I AM A REGISTERED ENERGY PROFESSIONAL (REP). I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THE ATTACHED PLANS FOR (ADDRESS) 600 N. NORTH AVE. IL COMPLIES WITH THE PROVISIONS OF THE MUNICIPAL CODE OF CAROL STREAM.

SIGNED: PRASHANTH MAHAKALI DATE: _____
(ARCH.)

ARCHITECTS SEAL

PRASHANTH MAHAKALI P.C
156 N. JEFFERSON ST. CHICAGO, IL 60661
P: 312.450.7574 F: 312.284.6100
email: info@pmpcarch.com

THE SHOPPES AT CAROL STREAM
600 N. NORTH AVE. IL

DATE (DATE) | REV.

DR. BY: | CHECKED BY:

Exhibit B

SCALE: AS SHOWN
DATE: FEB. 26, 2013
600 N. NORTH AVE. IL

AGENDA ITEM
I-1 4-15-13

RESOLUTION NO. _____

A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property hereinafter described; and

WHEREAS, the described surplus property has been determined by the corporate authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare and dispose of the surplus property described below.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property:

Intoximeter Alco-Sensor III PBT

1) PBT serial number 1201454
2) PBT serial number 1201718
3) PBT serial number 1219584
4) PBT serial number 1219583

and

Manufacturer	Product Description	Model #
JVC	VHS Player/Recorder	HR-3S800U
Panasonic	Video Recorder	DMR-E50P
Scientific-Atlanta	Analog Cable Box	8580338
Leightonix Mini-T-Pro	Video System Controller/Switcher	

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated April 9, 2013 and April 11, 2013.

SECTION 2: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 15th DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

_____

Frank Saverino, Sr., Mayor

ATTEST:

_____

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Chief Kevin Orr

DATE: April 9, 2013

RE: The police department requests that the Village Board declare the below items surplus so that they may be disposed of.

The below listed Intoximeter Alco-Sensor III PBTs have become unable to maintain proper calibration, as a result, they have surpassed their operational life. I request the Village Board declare these PBTs surplus so they may be disposed of.

1. PBT serial number 1201454
2. PBT serial number 1201718
3. PBT serial number 1219584
4. PBT serial number 1219583

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Joseph E. Breinig, Village Manager

FROM: Christopher Oakley, Assistant to the Village Manager CMO

DATE: April 11, 2013

RE: Surplus Property - Electronic Equipment

The below listed electronic equipment is obsolete or non-functional. I am asking that these items be declared surplus so that they can be recycled at the Earth Day event on April 20, 2013. Please place this on the April15th agenda.

Manufacturer	Product Description	Model #
JVC	VHS Player/Recorder	HR-3S800U
Panasonic	Video Recorder	DMR-E50P
Scientific-Atlanta	Analog Cable Box	8580338
Leightonix Mini-T-Pro	Video System Controller/Switcher	

AGENDA ITEM
I-2 4-15-13

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer

DATE: April 10, 2013

RE: 500, 520 & 550- E. North Avenue – Caputo's Market Place – Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: James Knudsen, Director of Engineering Services

Attachment

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT AND CONVEYANCE EASEMENT (500, 520 & 550 E. NORTH AVENUE - CAPUTO'S MARKET PLACE)

BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Approval is hereby given Accepting a Grant of Storm Water Management and Conveyance Easement for 500, 520 & 550 E. North Avenue (Caputo's Market Place), PINs: 05-04-101-015 and 05-04-101-016. This easement gives the village easement rights to construct, repair, operate and maintain storm sewer system and storm water management facilities as required by the DuPage Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater Management Conveyance and Easement is attached to this Resolution as Exhibit "A".

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 15th DAY OF APRIL, 2013.

AYES:

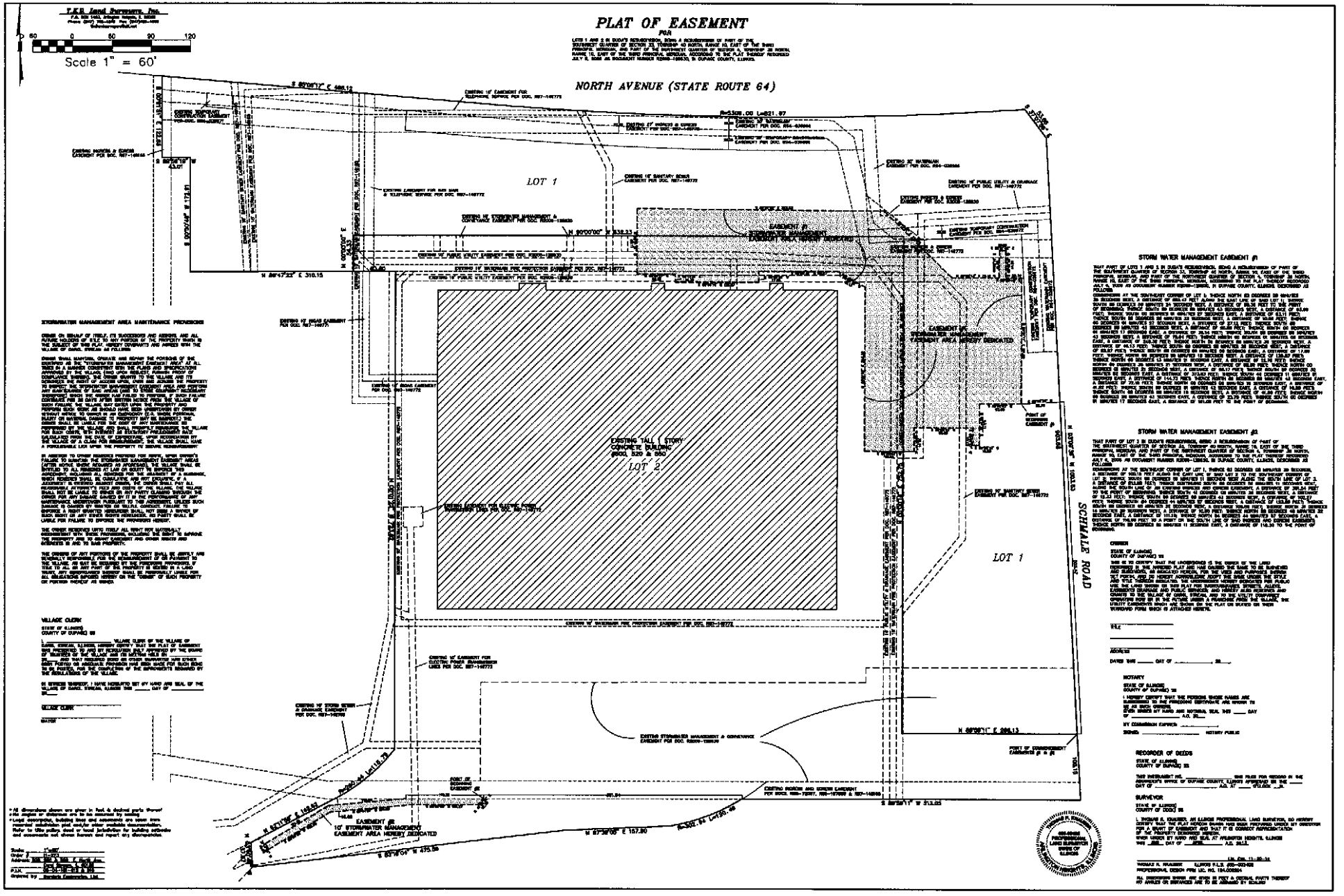
NAYS:

ABSENT:

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk


PLAT OF EASEMENT
FOR
NORTH AVENUE (STATE ROUTE 64)
Scale 1" = 60'
LOT 1
LOT 2
EXISTING TALL 1 STORY CONCRETE BUILDING
SCHMALE ROAD
STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS
STORM WATER MANAGEMENT EASEMENT #1
STORM WATER MANAGEMENT EASEMENT #2
VILLAGE CLERK
RECORDER OF DEEDS
SURVEYOR

AGENDA ITEM
I-3 4-15-13

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

RM

FROM: Robert Mellor, Assistant Village Manager

DATE: April 9, 2013

RE: Community Park Intergovernmental Lease Agreement

In 1996, DuPage County authorized Community Development Block Grant funding to the Village for use in the redevelopment and improvement of the 68 acre Community Park which is located south of Gundersen Drive, west of President Street, north of Geneva Road and east of Schmale Road. Terms of the grant for use in the improvements to the Community Park property are contained in an Resolution agreement DC-0057-96 between DuPage County and the Village of Carol Stream.

The Community Park Commission, consisting of the Carol Stream, Wheaton and Glen Ellyn Park Districts, was created in 1981. The Commission was responsible for overseeing the development, operation and maintenance of the property as a community park. The property is owned by the Village of Carol Stream but is a designated park per the terms of the grant for recreational use. In 1982 the Commission entered into a 30-year lease of the property with the Village, which expired on January 1, 2013. With the expiration of the lease the Wheaton and Glen Ellyn Park Districts have indicated that they intend to have no further involvement in the operation or maintenance of Community Park. The Village and the Carol Stream Park District are actively pursuing transfer of the Community Park property from the Village to the Park District for continued recreational use.

One of the terms of the grant agreement between the County and the Village requires that if the Village disposes the property within 20 years following the expiration of the agreement, the Village would need to reimburse the County in the amount of the fair market value of the property. Since the property will continue to be used as an area recreational facility the Village requested an exception to the requirement to reimburse the County in the event of the transfer of the property. The DuPage county Board approved the Village's request at their April 9, 2013 meeting.

Attached is an interim lease agreement between the Village and Carol Stream Park District that allows the Park District to continue recreational activities, uses and maintenance at Community Park until such time as the property can be transferred to the Park District. The Park District Board approved the lease agreement at their April 8 meeting. Subject to Village Board approval of this agreement, staff will continue working with the Park District to finalize the agreement to transfer Community Park to them subject to certain conditions and allowances for access by the Village for storm water and other public utility maintenance and repair activities. The Lease Agreement has been reviewed by the Village Attorney and the Park District and staff recommends its approval.

Please contact me if you have any questions.

Attachments

Cc: Joseph E. Breinig, Village Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL LEASE AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND THE CAROL STREAM PARK DISTRICT

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with The Carol Stream Park District in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 15th DAY OF APRIL, 2013.

AYES:

NAYS:

ABSENT:

_____
Frank Saverino, Sr., Mayor

ATTEST:

_____
Beth Melody, Village Clerk

Exhibit "A"

INTERGOVERNMENTAL LEASE AGREEMENT

THIS INTERGOVERNMENTAL LEASE AGREEMENT is made and entered into this 8th day of April between the Carol Stream Park District (the "Park District") and the Village of Carol Stream ("Village"), an Illinois Municipal Corporation.

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/11-76-1, it is provided in part, that any city or Village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, except real estate granted to a municipality as commons by a grant which has been confirmed by the government of the United States, has the power to lease the real estate for any term not exceeding 99 years; and

WHEREAS, pursuant to the Illinois Compiled Statutes, Chapter 70, Sections 1205/8-1 (b) (1), 1205/8-16 and 1205/10-4, any park district shall have the power to acquire by lease or permit the right to occupy and use real estate, land and riparian estates for park and playground purposes and to improve, maintain and equip the same as a park or playground, and to place permanent buildings and structures thereon; and

WHEREAS, Article VII, sec. 10 of the 1970 Illinois Constitution provides that units of local government may contract and 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; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., allows a unit of local government to enter into an intergovernmental agreement to exercise its various powers, privileges or authority jointly with another unit of local government, and, in any such agreement, to appropriate funds and to sell, lease, give, authorize the receipt of grants, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the cooperate undertakings by providing personnel or services therefor; and

WHEREAS, the Village of Carol Stream ("Village") is the owner of a certain tract of real estate of approximately 68 acres, (the Premises) legally described in Exhibit A which is attached

hereto and made a part hereto, which was acquired and developed by the Village under partial funding from the Federal Land and Water Conservation Fund Program and Community Development Block Grant Funds; and,

WHEREAS, the Village and the Park District believe that the operation, control and maintenance of the Premises by the Park District as a community park is the most efficient and expeditious way of developing, operating, controlling and maintaining such a community facility; and,

WHEREAS, the Village deems it to be in the best interests of Carol Stream to transfer ownership of the Premises to the Carol Stream Park District for the purpose of a community park subject to certain conditions; and,

WHEREAS, the Carol Stream Park District desires to take ownership of the Premises to provide recreational activities and venues for residents and guests of Carol Stream as a community park; and,

WHEREAS, the Village is willing to lease the Premises to the Park District for the limited contractual purposes set out in this agreement or with the goal of entering into an agreement to transfer ownership of the Premises to the Carol Stream Park District in the future.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE, as follows:

1. Lease - Term of Lease

   The Village hereby leases to the Park District, the Premises, described in Exhibit A, which is attached to and made a part of this Lease containing approximately 68 acres with some improvements thereon, to have and to hold the Premises as provided herein. The Park District hereby pays to the Village, as total rent for said Premises, the sum of $10.00, said rental payment to cover the entire term of this lease or that term as

decreased by termination of said lease as herein provided, as the case may be.

2. Purposes

It is expressly understood and agreed that the Premises is to be used by the Park District exclusively for Public Park and recreational purposes. Except as otherwise herein set forth, the Park District shall operate such park and recreational facilities in an attractive, inviting and safe manner and shall determine all reasonable rules and regulations relative to the operation of the park and facilities and the use of the same. The use of the Premises and activities taking place upon the Premises shall be subject to the terms and conditions of the general ordinances of the Village. The Village shall maintain right of access to maintain, repair or replace any Village owned public utilities such as storm water or water utilities.

3. Duty to Maintain and Repair

It is further agreed that the Park District shall maintain land and all park and recreational buildings and improvements now existing, in reasonable condition and shall, at its cost and expense, make all repairs reasonably required to such land, buildings and improvements due to normal wear and use and upon the termination of this Lease without transfer of the property to the Park District, Park District will return the Premises to the Village in reasonably good condition and repair, except for loss by fire or other casualty, and ordinary wear and tear and except as may be otherwise provided herein or agreed to between the parties. Provided, however, the Park District shall not be required to maintain or repair any building placed upon the Premises by the Village without the written approval of the Park District.

4. Insurance, Indemnification

The Park District agrees, at its own expense, to defend, indemnify, save and hold harmless the Village, its officers, employees and agents, from and against all liability or loss or injuries or to deaths of persons or damaged property caused by any act or omission to act of any officer, employee or agent of said Park District upon the Premises. The Village likewise, at its

own expense, agrees to defend, indemnify, save and hold harmless the Park District, its officers, employees and agents from and against all liability or loss for injuries or to deaths of persons or damage to property caused by any act or omission to act of any officer, employee, or agent of the Village upon the Premises. The obligation of the Village undertaken herein shall not, however, extend to actions taken by municipal officers, employees or agents where such action is requested by the Park District. The Village shall have no obligations or responsibilities arising out of this paragraph for actions taken by its officers or employees if such persons enter the Premises in the enforcement of any laws or ordinances.

It is also agreed that the Park District shall obtain and maintain continuously in effect at all times during the term of the Lease Agreement, general liability, automobile liability and workers compensation insurance approved by the Village Manager (not to be unreasonably withheld) in the amount which the Park District customarily carries on its own facilities, protecting the Village with regard to the obligations of the Park District assumed within this paragraph.

Likewise, the Village shall obtain and maintain insurance in the amount and manner provided above to protect the Park District against the responsibilities assumed by the Village within this paragraph.

Any and all insurance required hereunder to be secured by the Park District shall name the Village, its officers, agents and employees as an additional insured with respect to the said Premises and likewise, all insurance herein required to be secured by the Village shall name the Park District as an additional insured with respect to the said Premises. A copy of any such policies or certificates showing said policies currently in effect shall be delivered by either party hereto to the other and kept in an updated condition.

5. Drainage Areas

The Village retains the right to enter the Premises for the purpose of constructing, reconstructing, repairing or doing any type of work whatsoever with respect to any public or private utilities, such as water service, sewer service and storm water drainage, cable

television cables and further reserves the right to approve or disapprove, or to enter and construct on its own, any roadways for ingress, egress, or transportation across any part of the Premises for any purpose whatsoever.

The Village retains the right to control the surface and subsurface water drainage and retention for flood control and management of the natural water course in the entire Premises, including but not limited to the pond, marsh and flood plain areas. Provided, however, that except as such power is specifically denied or limited by writing, the Park District shall have authority to utilize the surface drainage areas including but not limited to the pond, marsh and flood plain areas for recreational purposes.

Before undertaking such recreational uses, the Park District shall submit in writing to the Village proposals regarding the utilization of such areas. The Village shall not unreasonably withhold approval of such recreational uses provided that such uses shall not interfere or impede the utilization of the area for drainage purposes. The Park District shall undertake normal and periodic maintenance for the surface retention, flood control and natural watercourse area, including but not limited to, the ponds, marshes and flood plain areas.

The Park District shall cut the grass and weeds which shall grow adjacent to and within such areas and will remove from such areas debris or refuse. In the event that the pond shall become so clogged with water plants or other debris that they interfere with the drainage functions of these areas, such areas will be cleared by the Village at its expense. Any capital improvements or replacement of capital improvements for drainage purposes shall remain the responsibility of the Village and the Village alone shall have the responsibility of caring for and maintaining any public or private utilities or roadways referred to in paragraph 1 of this

6. Priority Use

In carrying out recreational programs upon the Premises, the Park District shall accord to the Village priority use of the Premises for any activity sponsored or co-sponsored by the Village itself. This priority shall only be accorded to the Village in the event that there was not

actually scheduled a previous event which would interfere with the requests being made by the Village.

The Village shall have the right to use a portion of the Premises for other public or governmental purposes, if consistent with grant regulations governing the use of property acquired or developed for recreational purposes. The Village would choose such a site suitable for the public or governmental use intended and which presents the least interference with the then current or projected utilization of the property by the Park District.

7. No Assignment or Subleasing

The Park District shall not assign this Lease, or any interest therein, or sublet any portion of the Premises, but may grant permission and authority to any person to occupy and use space within the Premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by the Park District. Any permission which the Park District may grant to any person to occupy and use space within the Premises shall contain a clause indicating that the permission or license therein granted shall only be valid during the time when the Park District shall possess a lease to the Premises. In the event that this Lease Agreement should be terminated prior to its expiration date, any permission, authority or license granted by the Park District shall immediately thereupon cease.

8. Assurances of Compliance

The Park District agrees to accept and fulfill the requirements of the various Assurances of Compliance given by the Village to the State of Illinois Department of Natural Resources and the United States Department of Interior in consideration of certain grant funds for the park project upon the Premises. Specifically, the Park District will comply with the Uniform Relocation and Real Property Assistance Act (PL 91-646); will comply with Title VI of the Civil Rights Act of 1964 (PL 83-352); will comply with all applicable State and Federal regulations; and will obtain from the State of Illinois, Department of Conservation, approval in writing for any change or conversion of the planned outdoor recreation use of the Premises, and

that such approval will be received prior to the usage change.

9. Term of Lease - Termination

The term of this Lease shall be six (6) months commencing on the 15th day of April, 2013 and ending on the 15th day of October, 2013, provided however that this Lease shall automatically be renewed for successive (6) month terms unless either party provides at least one (1) month notice, in writing, prior to any expiration date of their intention to terminate the Lease. It is further agreed that either of the parties shall have the right and privilege of terminating this Lease at any time upon giving not less than one (1) month notice, in writing, to the other party of its intention so to do. It is further understood that this Lease shall terminate upon the Village's the transfer of ownership of the Premises to the Park District.

10. Actions Required Upon Termination

Upon termination prior to transfer of ownership of Community Park, the Village shall have the option with regard to each and every structure which has been placed thereon by the Park District to elect that either (1) such structure shall be deemed to be the property of the Village or (2) the Park District at its expense shall remove or demolish the structure.

At the termination of the Lease, the Premises and to the extent as then physically improved by the construction of buildings and other structures by the Park District, shall be restored to the same condition as when leased upon exercise of option (2) aforesaid by the Village by notice delivered to the Park District not later than the effective date of said termination.

11. Notices

All notices hereunder shall be in writing. Delivery of such notices may be by either (1) personal delivery to the Village Manager, the Executive Director of the Park District or (2) by U.S. Certified Mail, Return Receipt Requested, properly addressed to the administrative office address of the Village or the Park District.

12. Effective Date of Lease

This Lease Agreement shall be deemed effective as of the 15th day of April, 2013.

Village of Carol Stream

_____

Frank Saverino, Sr., Mayor

Attest:

_____

Village Clerk

Carol Stream Park District

_____

Brenda Gramann, President

Attest:

_____

Board Secretary

Exhibit "A"
Legal Description of Property

The Village is currently waiting to receive the proposal to have a *plat of survey* and *consolidation* done for Community Park parcel numbers:

COMMUNITY PARK PARCELS	
Parcel Identification Number	**Area (acres)**
05-04-400-023	1.931957
05-04-400-003	3.841634
05-04-400-045	6.523569
05-04-402-006	11.399848
05-04-400-047	1.370921
05-04-400-048	4.207269
05-04-400-036	0.316209
05-04-400-050	5.485284
05-04-400-049	1.899964
05-04-400-051	5.183321
05-04-402-007	11.537014
05-03-300-016	15.00478
Total Area	**68.70177 acres**

AGENDA ITEM
J-1 4-15-13

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Board of Trustees

FROM: Frank Saverino, Sr., Mayor FS Sr

DATE: April 3, 2013

RE: Fire and Police Commission Appointment

I am recommending the reappointment of Michael Traficanti to the Board of Fire and Police Commissioners. Mr. Traficanti has served on the Board since January of 2012, is currently Secretary, and has expressed interest in reappointment. With your concurrence Mr. Traficanti will serve a three-year term, effective May 1, 2013 and expiring on April 30, 2016.

cc: Mr. Michael Traficanti
Mr. John Kaufman, Chairman, Board of Fire and Police Commissioners

AGENDA ITEM
J-2 4-15-13

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Board of Trustees

FROM: Frank Saverino, Sr., Mayor FSS

DATE: April 3, 2013

RE: Police Pension Fund Board Appointment

I am recommending the reappointment of Anthony Marzano to the Police Pension Fund Board. Mr. Marzano has expressed interest in reappointment to the Board. With your concurrence he will serve a 2-year term effective May 1, 2013 and expiring on April 30, 2015. Your concurrence with this appointment is requested.

cc: Mr. Anthony Marzano
Mr. John Numrich, President, Police Pension Fund Board

AGENDA ITEM
J-3 4-15-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director

THROUGH: Robert J. Glees, Community Development Director

DATE: April 10, 2013

RE: **Agenda Item for the Village Board Meeting of April 15, 2013: Request for Village Board Affirmation of the Allowable Use of Pfund Stadium Wheaton College/American Legion, 570 S. Gary Avenue**

PURPOSE

The purpose of this memorandum is to coordinate a request by Wheaton College for affirmation of the intended use of Pfund Field at the American Legion property at 570 S. Gary Avenue.

DISCUSSION

In March of 2012, the Village Board approved Ordinance 2012-03-09 (attached), which granted an expansion to an existing Special Use Permit to allow Wheaton College to improve the existing baseball facilities on the American Legion property. The improvements approved through this Ordinance included the construction of a concession and washrooms building, press box, locker room, storage building, 242-seat stadium, and the installation of field lights and a public address (PA) system. Facility improvements also included the conversion of the baseball field surface from natural grass to synthetic turf. Staff had previously advised Wheaton College, however, that the change in field material did not require an amendment to the original Special Use granted in 2000.

The applicant team, adjacent Mission Court property owners and Village staff worked cooperatively during the public hearing process to address reasonable concerns about impacts that could result from the improvements and increased facility usage. One of the primary concerns of the Mission Court property owners was the intensity of the use of the field, particularly at night, at which time the field lights and PA system would be most impactful. To address those concerns, Wheaton College agreed to a condition in the Special Use Ordinance (Condition #4) stipulating that the baseball facility shall not be used for night activity on more than 15 days per month, or for more than 7 consecutive nights. (We note that there is no limitation on the number of allowable day games.) To further control the use of the facility, Wheaton College agreed to a condition (Condition #1) stipulating that the baseball facilities shall only be used by Wheaton College, the American Legion, or for other youth-oriented athletic events as approved by Wheaton College and the American Legion, and that the facility shall not be rented or leased for use by adult teams or groups.

On or about March 20, 2013, Village staff learned that Wheaton College was intending to rent out Pfund Field from March 21-23 for baseball games for college teams other than Wheaton College. As

noted in the attached letter from Dr. Paul Chelsen, Vice President for Student Development at Wheaton College, the cold, wet early spring weather caused natural grass fields at other area colleges to be unplayable. However, the new synthetic turf surface at Pfund Field was playable, and Wheaton College began receiving inquires as to the availability of the field for use by Trinity Christian University and Northwestern University. As explained in Dr. Chelsen's letter, Wheaton College believed that the 2012 Village approval, which allowed "other youth-oriented athletic events", would permit Wheaton College to rent the field to other college teams. Also attached for review is a recent *Daily Herald* article highlighting the benefits of a synthetic turf field in the local climate, and discussing Wheaton College's plans to rent the field to other area college and high school teams.

Based on the lack of other available fields that could be used, the short notice, and staff's assessment that use of the field between March 21-23 would not result in any detrimental impacts to adjacent properties, staff advised Wheaton College that the games could go on as planned, but that we wished to review the provisions of Oridnance 2012-03-09 to ensure that the Village and Wheaton College were in agreement as to the intent of the terms. During the games, Police and other Village staff observed activities at Pfund Field, and no issues of concern were noted.

Staff believes the matter at hand may be an issue of interpretation of the term "youth-oriented". We do not doubt that Wheaton College believes that the 2012 Ordinance allows the facility to be rented for use by other college teams. From staff's perspective, we did not interpret "youth-oriented athletic events" to include use by other NCAA college teams. However, after meeting with Wheaton College representatives and learning more about their interest in renting out the field, we believe occasional rental of the field will have negligible, if any, noticeable impact on the surrounding area, as other conditions of approval in the Ordinance will control the overall intensity of the facility use.

RECOMMENDATION

If the Village Board concurs that the occasional rental of the baseball facilities for use by other college teams is consistent with the intent of the 2012 Special Use Ordinance, they should affirm this position by motion.

c: Dr. Paul Chelsen, Vice President for Student Development, Wheaton College (via e-mail)
Robert McNees, Attorney for the American Legion Post #76 (via e-mail)

DTB:db

u:\village manager\vb memos\pfund field use affirmation 2013.docx

Wheaton College®
For Christ and His Kingdom

Student Development
630-752-5026
630-752-7226 Fax

April 5, 2013

The Hon. Frank Saverino
Mayor
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60118

Re: **Wheaton College / Use of Pfund Stadium**
570 South Gary Avenue, Carol Stream

Dear Mayor Saverino:

I serve as the Vice-President for Student Development for Wheaton College (the "College"). Part of my job is working with our Athletic Director, Julie Davis, to ensure that our students get excellence in athletic programs and facilities. I have been involved in the development of our baseball facility, Lee Pfund Stadium ("Pfund"), in your Village and attended the zoning hearings to permit the future improvement of Pfund.

Recently, due to the cold, wet spring weather we are experiencing, the College was contacted by other colleges who wanted to rent Pfund, which has an artificial-surface playing field, for their games because their own natural turf stadiums were unplayable. Given that in Ordinance 2013-03-09 the Village Board of Trustees approved use of Pfund for athletic events related to the College, the American Legion and "other youth-oriented athletic events," we felt that to let the other colleges rent our field was permitted. On this basis, the College rented the field to Trinity Christian University to play a varsity baseball day game on March 21 and on March 22 and 23, the College rented to the field to Northwestern University to play two conference games during the day. As is the College's normal procedure, we had athletic department staff on hand before, during and after these games to monitor the events and clean up afterward.

The Village's Community Development staff has raised the question whether or not the College's action of allowing other college teams to use Pfund is permitted under Ordinance No. 2012-03-09. Notably, we were told by the Village staff that adjoining residents did not lodge any complaints concerning the games played on March 21-23.

Throughout the approval process in 2012, we made clear our intent to use Pfund for our own games, for Legion and other high school games, as well as college and high school tournaments. The College believes that if the Village approved a tournament of multiple teams playing on Pfund throughout multiple days and evenings, then the rental of our facility

501 College Avenue
Wheaton, Illinois 60187
www.wheaton.edu

on an occasional basis to local colleges for them to use it should also be permitted. We believe that any reasonable interpretation of the ordinance permits use of the facility by other college-level users. We also believe such use to be primarily following poor weather conditions that result in the natural grass baseball fields of area colleges and universities to be unplayable.

We respectfully ask the Village Board of Carol Stream to affirm that Wheaton College may rent Pfund Stadium to other college and universities under Ordinance 2013-03-09. We will be available at the April 15th Board of Trustees' meeting to answer any questions you may have. We ask that this matter be placed on the Board's agenda for that evening.

Very truly yours,

Dr. Paul Chelsen

cc: Robert McNees
Bob Glees
Joe Breinig

ORD. 2012-03-09

VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188

ORDINANCE NO. 2012-03-09

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT TO ALLOW BASEBALL FACILITY IMPROVEMENTS ACCESSORY TO THE AMERICAN LEGION HALL USE IN THE B-2 GENERAL RETAIL DISTRICT (WHEATON COLLEGE/AMERICAN LEGION POST #76 – 570 S. GARY AVENUE)

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 19TH DAY OF MARCH 2012

Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 29TH Day of March 2012

ORDINANCE NO. 2012-03-09

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT TO ALLOW BASEBALL FACILITY IMPROVEMENTS ACCESSORY TO THE AMERICAN LEGION HALL USE IN THE B-2 GENERAL RETAIL DISTRICT (WHEATON COLLEGE/AMERICAN LEGION POST #76 – 570 S. GARY AVENUE)

WHEREAS, Wheaton College, hereinafter referred to as the "Petitioner", with the consent of the American Legion Post #76, hereinafter referred to as the "Owner", has petitioned the Village of Carol Stream for an Amendment to the Special Use Permit to allow for baseball facility improvements accessory to the American Legion Hall use in the B-2 General Retail District, as provided in Section 16-9-3(C)(4) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 570 S. Gary Avenue, in Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on February 27, 2012, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that an Amendment to the Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Amendment to the Special Use Permit with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village, after examining the Petition for an Amendment to the Special Use Permit and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Amendment to the Special Use Permit:

1. Is deemed necessary for the public convenience at the location.

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located.

SECTION 2:

The Amendment to the Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow baseball facility improvements accessory to the American Legion Hall use, upon the real estate commonly known as 570 S. Gary Avenue, Carol Stream, Illinois, and legally described as follows:

Lot 9 in Wheaton Post 76 assessment plat, of the southeast quarter of the southeast quarter of Section 5, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded May 26, 1958 as Document 881024, in DuPage County, Illinois.

SECTION 3:

The approval of the Amendment to the Special Use Permit granted in Section 1 herein is subject to the improvements being used and installed in accordance with the attached exhibits, including the Usage Schedule (Exhibit A, dated 1/19/12), Site Plan (Exhibit B, dated 2/2/12), Landscape Plans (Exhibits C-1 and C-2, dated 8/3/11), Floor Plans (Exhibits D-1 and D-2, dated 1/23/12), Building Elevations (Exhibits E-1 and E-2, dated 1/23/12), Isometric View (Exhibit F, dated 10/6/11) and Photometric Plan (Exhibit G, dated 7/22/11), and is also subject to the following conditions:

1. That the baseball facilities shall only be used by Wheaton College, the American Legion, or for other youth-oriented athletic events as approved by Wheaton College and the American Legion, and that the facility shall not be rented or leased for use by adult teams or groups;

2. That the baseball facilities shall only be used for athletic events, and that any other use shall require approval by the Village Board;

3. That all improvements shall be installed in accordance with the attached plans and specifications, to include building and fence materials, and landscape materials in the species and quantities as depicted, except as may be enhanced by the recommendation of the Plan Commission or Village Board;

4. That the baseball facilities shall not be used for night activity, meaning that the lights shall not be used, on more 15 days per month year round and for not more than seven consecutive nights;

5. That the PA system shall not be turned on before 10:00 am, and shall be turned off no later than 10:00 pm under all circumstances, regardless of whether activities on the field have concluded by that time;

6. That no inning of play shall start after 10:30 pm for games played Sunday through Thursday, and that no inning of play shall start after 11:30 pm for games on Friday and Saturday, except in the event that if Wheaton College should be selected to host an NCAA Division III Regional Tournament, in which case the 11:30 pm cut off time shall also be in effect for Sunday through Thursday games;

7. That games shall not start before 9:00 am on Saturdays and 10:00 am on Sundays;

8. That Wheaton College shall field-test the foot-candle illumination of the baseball facility lights once installed, to verify that light spillage does not exceed 0.1 foot-candles at the west property line, and that the College shall agree to make adjustments to the lights to achieve compliance with the 0.1 foot-candle standard. Wheaton College shall agree to furnish the Village with the foot-candle measurements upon request from the Village;

9. That Wheaton College shall agree to field-test the decibel level readings at the west property line once the PA system is installed and in operation, to verify that decibel level readings do not exceed 55 dB at the property line. Wheaton College shall agree to adjust the volume of the PA system to comply with the 55 dB level, and shall also agree to install a limiter on the PA system to ensure that volume levels do not exceed the IEPA standard. Wheaton College shall agree to furnish the Village with a report showing the dB level readings at the west property line upon request from the Village;

10. That no alcoholic beverages shall be sold at the concessions building or served at the stadium;

11. That all field maintenance and baseball equipment shall be stored inside the storage building, with no equipment stored outdoors on a regular basis;

12. That any building wall pack-style light fixture shall be shielded so as to avoid the creation of a point-source of glare visible from adjacent properties;

13. That the parking lot at the southwest corner of the site shall be paved prior to the completion of the baseball stadium seating improvements, and that the parking spaces shall be striped in accordance with the Village's looped striping design;

14. That the landscape plans shall be revised to include additional landscape materials at least 30 inches in height at the time of installation adjacent to the west side of the locker room building and the storage building;

15. That the landscape materials shall be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;

16. That Wheaton College shall be responsible for overseeing the use and clean up of the facilities, including the removal of garbage, during and after use by Wheaton College or any outside group, and that the American Legion shall be responsible for overseeing the use and clean up of the facility, during and after use by the American Legion;

17. That Wheaton College shall work with the Mission Court Homeowners Association (HOA) to develop a fencing solution acceptable to the HOA, Wheaton College and the American Legion, and shall include the agreed-upon fencing in the scope of work for the baseball stadium project;

18. That the applicant shall first obtain permits for all required improvements prior to construction of the improvements; and

19. That the business and property shall be operated and maintained in accordance with all applicable state, county and village codes and requirements.

SECTION 4:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners and/or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 5:

The failure of the owner and/or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 19th DAY OF MARCH, 2012.

AYES: Trustees Frusolone, Manzzullo, Weiss, Schwarze, McCarthy and Fenner

NAYS: None

ABSENT: None

Frank Saverino SR.
Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody
Beth Melody, Village Clerk

I, Robert Smid, being the representative for the owner of the property (American Legion Post #76) legally described in this ordinance, do hereby accept, concur, and agree to improve and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

March 27, 2012
Date

Owner

I, Dale Kemp, being the party in interest (Wheaton College) of the property legally described in this ordinance, do hereby accept, concur, and agree to improve and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

March 28, 2012
Date

Party In Interest

D

Looking for a field, teams find a gem in Lee Pfund Stadium

Some things just seem impossible.

Playing baseball early last week in the western suburbs certainly falls in that category.

But while most teams struggled to make playable fields that either were frozen or swamped by thawing frost, a handful of resourceful area teams took advantage of one of the best kept baseball secrets in DuPage County.

Lee Pfund Stadium in Carol Stream became a very busy place last week.

The American Legion Post 76 baseball field has a history of hosting local teams, but last year the facility received a major upgrade of more than a million dollars. The additions included lights, new dugouts and a new suspended cable backstop and wall.

By far the biggest upgrade — the one that made last week's games possible — was the installation of an A-Turf artificial surface on the entire field. Similar to the artificial surface found on most prep football fields in the area, it negates the effects of waterlogged, frozen and generally unplayable surfaces so common during the spring baseball season.

Like the football fields, maintenance is near nonexistent compared to regular dirt and grass fields.

"Having coached in the north for some time, I know the impact turf specifically has in this area," said Wheaton College baseball coach Matt Husted. "In this climate it's going to give us a great opportunity to practice and play when most people don't."

Last week's freeze and thaw pattern proved especially frustrating for high school teams trying to get their fields ready to play during a busy and crucial spring break schedule.

Kevin Schmit

Wheaton Warrenville South and Batavia were the first prep teams to take the field last Tuesday at Lee Pfund Stadium. It was cold, but the field conditions were perfect.

It gave both teams a much-needed opportunity to field grounders, track flyballs and face live competition.

"This is great," said WW South coach Tim Brylka. "Just to be able to play is a great opportunity for us. There's no way we could have played on our field."

Three other days featured prep baseball at Lee Pfund Stadium: the best $175 rental fee any of the teams could have spent. On three of the four days last week, Wheaton College also played in the late afternoon and evening.

Perhaps most impressive was the college game played between Northwestern and Iowa on March 22. When the big-time Big Ten programs couldn't find a place to play, they came calling to Division III Wheaton College to get in their game.

Five other colleges called to use the field on that one day.

"The feeling was always that this is something that could become very popular," said Wheaton College athletic director Julie Davis. "In this particular year there's definitely been a lot of interest."

Turfed baseball fields are becoming more common at the college level, although far fewer high schools are adding it. At such a high expense it'd take a ton of rentals to recoup the money, but perhaps high schools will determine a need in the future.

For Wheaton College, which operates the stadium in cooperation with Post 76, the benefits have been glaring. Husted said his team was able to start practicing on Jan. 28. Named for the longtime baseball coach of the Thunder, who in his 90s still attends their games, Lee Pfund Stadium officially opened in April 2012 to rave reviews within the community.

The added flexibility in the schedule and the ability to play night games allows for student athletes to be in the classroom later on game days. That especially holds true for visiting teams.

The potential recruiting benefits to the Thunder baseball program are clear as well. With seven different area high school teams playing last week at Pfund Stadium, the facility recruits itself as word spreads.

The project isn't finished. Phase II, which will cap the $3 million vision, includes spectator seating, a press box, restrooms, a concessions stand and locker rooms.

Once completed, Lee Pfund Stadium will become even more of a destination spot for local teams. Expect the IHSA to come calling for the Thunder to play host to postseason regionals and sectionals.

Already it's been a bright spot in an otherwise gloomy spring season thus far.

"We've been inside for so long we just needed to get outside and get a game in," Brylka said. "I think once the word gets out you'll see a lot of teams wanting to play here."

Follow Kevin on Twitter @ kevin_schmit

kschmit@dailyherald.com

Follow us on Twitter @dailyherald

AGENDA ITEM
J-4 4-15-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Jamie Grant, Secretary

DATE: April 8, 2013

RE: Raffle License Application
Carol Stream Woman's Club

The Carol Stream Woman's Club has submitted a raffle application to raffle off a Chicago Bears jersey and a Chicago Blackhawks jersey at the Just Play Event hosted by the Carol Stream Park District at the Town Center on May 19, 2013. Raffle tickets will be sold for $1.00 each. Proceeds from the raffle will be used to support the Outreach Center of Carol Stream, Humanitarian Service Project and the Carol Stream Christmas Sharing Program.

The raffle application is for a Class "A" raffle license (aggregate value of all prizes awarded not more than $500). They have requested a waiver of both the $10 license fee and manager's fidelity bond as indicated in the attached letter. The raffle license application and required documentation are on file in the Village Clerk's office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Board Meeting on Monday, April 15, 2013.

jg

Attachment

Carol Stream Woman's Club

Working together for a better community
P.O. Box 87353, Carol Stream, Illinois 60188

RECEIVED
APR 5 2013
OFFICE OF THE
VILLAGE CLERK

April 4, 2013

Dear Mayor Saverino and Village Trustees,

The Carol Stream Woman's Club is our community's largest and oldest not-for-profit service organization that strives to make positive differences in people's lives. The Carol Stream Woman's Club is a philanthropic and social club that supports local organizations with time and monetary donations. We are celebrating our 53rd year in 2013. We host great events and volunteer for our wonderful philanthropies giving back to our community. The Carol Stream Woman's Club is a member of the General Federation of Women's Clubs.

The Woman's Club will be participating in the Just Play Event hosted by the Park District at the Town Center May 18-19. For the event we have received a generous donation of a Chicago Bears and a Chicago Hawks jersey that we would like to raffle off. Tickets will be sold for $1 each at our booth. We are hoping to sell 500 tickets.

This letter is to request the waiver of fees for a raffle license and waiving the manager's fidelity bond requirement. The raffle ticket sale proceeds will be used to support our three philanthropies: The Outreach Center of Carol Stream, Humanitarian Service Project and the Carol Stream Christmas Sharing Program.

Thank you for your consideration and support of the Carol Stream Woman's Club.

Sincerely,

Nancy Bagdonas

Nancy Bagdonas
Woman's Club President

J-5: 2012 Annual Report – Please view on website.
(carolstream.org/government/state of the union)

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

AGENDA ITEM
K-1 4-15-13

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
A T & T					
PHONE SUBPOENA	40.00	01662400-53330	INVESTIGATION FUND	153030	
	40.00				
ACCURATE OFFICE SUPPLY CO					
INK CARTRIDGE	134.42	01613000-53317	OPERATING SUPPLIES	238251	
	134.42				
ACTION LOCK & KEY					
SPARE KEYS FOR PATROL	29.00	01662700-53317	OPERATING SUPPLIES	2/22/13	
STORAGE ROOM KEYS	6.00	01664700-53317	OPERATING SUPPLIES	4 3/8/13	
	35.00				
AHEAD OF OUR TIME PUBLISHING					
SUBSCRIPTION 2013/14	500.00	01-13010	PRE-PAID ITEMS	2802	
	500.00				
AMERICAN FIRST AID					
FIRST AID SUPPLIES	17.26	01670100-53317	OPERATING SUPPLIES	159804	
FIRST AID SUPPLIES	24.53	01670100-53317	OPERATING SUPPLIES	122723	
RE-STOCK SUPPLIES	122.75	01650100-53317	OPERATING SUPPLIES	122541	
	164.54				
AMERICAN MESSAGING					
SRV FEB/13 RECORDS	6.69	01662600-52243	PAGING	U1113407NC	
SRV FEB/13 SOC SRV	20.07	01662500-52243	PAGING	U1113407NC	
	26.76				
AMERICAN PUBLIC WORKS ASSOCIATION					
SCHAFFER/HOPPENSTEDT	80.00	01670700-52223	TRAINING	39042 3/28	
THIEDE, PAULING, FREEWALT, SCHAFFER SNOWF	180.00	01-13010	PRE-PAID ITEMS	MAY 23 2013 REGIS	
	260.00				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
ANDREW OLSEN					
VACTOR TRAINING PER DIEM	184.00	01690100-52223	TRAINING	4/15-4/18 2013 TRNG	
	184.00				
AUTO TRUCK GROUP					
UPFIT FOR 2013 DODGE CHARGER #636	2,239.79	01662700-53350	SMALL EQUIPMENT EXPENSE	1135217	
UPFIT FOR 2013 DODGE CHARGER #636	2,331.21	01662700-54412	OTHER EQUIPMENT	1135217	
UPFIT FOR 2013 DODGE CHARGER #636	4,410.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1135217	
	8,981.00				
B & F TECHNICAL CODE					
FIRE ALRM RVW 235 TUBEWAY DR	557.25	01643700-52253	CONSULTANT	36826	
PLAN REVIEW 450 GUNDERSEN DRIVE	150.00	01643700-52253	CONSULTANT	36848	
PLAN REVIEW FOR 520 E NORTH AVE	335.05	01643700-52253	CONSULTANT	36902	
PLAN REVIEW FOR 545 BELMONT LN	525.00	01643700-52253	CONSULTANT	36847	
PLUMBING INSPECTIONS-MARCH 2013	2,319.20	01643700-52253	CONSULTANT	36892	20130034
SPRINKLER PLN RV 437 TOWER BLVD	601.34	01643700-52253	CONSULTANT	36812	
	4,487.84				
BATTERY SERVICE CORPORATION					
12V BATTERIES	323.00	01696200-53354	PARTS PURCHASED	229623	
12V BATTERY	77.50	01696200-53354	PARTS PURCHASED	230555	
BATTERY	77.50	01696200-53354	PARTS PURCHASED	230556	
	478.00				
BEDROCK EARTHSCAPES LLC					
POND & WETLAND NATIVE AREA MTC	4,050.00	01620100-52272	PROPERTY MAINTENANCE	288	20130010
	4,050.00				
BLOOMINGDALE TOWNSHIP					
MOSQUITO MNGMT SERV'S APRIL	8,409.50	01-13010	PRE-PAID ITEMS	402	
	8,409.50				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
BRACING SYSTEMS					
WOOD STAKES	30.00	04201600-53317	OPERATING SUPPLIES	204839-1	
	30.00				
C S FIRE PROTECTION DISTRICT					
PERMITS MARCH 2013	2,300.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	MARCH 2013	
	2,300.00				
C S PARK DISTRICT					
DEVELOPER DONATION MARCH 2013	11,400.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	MARCH 2013	
MARCH BARK PARK PASSES SOLD	87.00	01-24236	BARK PARK MEMBERSHIP	MARCH/13 BARK PARK	
	11,487.00				
C S PUBLIC LIBRARY					
DEVELOPER DONATIONS MARCH 2013	904.44	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB	MARCH 2013	
PPRT FOR THE COLLECTION OF APRIL 2013	7,606.36	01000000-41102	PERSONAL PROPERTY REPLAC TAX	APRIL/13 PPRT	
	8,510.80				
CANON SOLUTIONS AMERICA					
COPIER FEB/2013	35.91	01670100-52231	COPY EXPENSE	4009043261	
COPIER JAN/2013	111.30	01670100-52231	COPY EXPENSE	4008784123	
COPIER MTC 3/1-3/31 2013	83.16	01640100-52226	OFFICE EQUIPMENT MAINTENANC	105871	
	230.37				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
CARQUEST AUTO PARTS					
3 IN SURF CON DISC	45.50	04201600-53317	OPERATING SUPPLIES	2420-265977	
COIL, FUEL INJECTOR	92.33	01696200-53354	PARTS PURCHASED	2420-265987	
COUPLER PLUGS	15.28	01696200-53317	OPERATING SUPPLIES	2420-267512	
OIL FILTER	12.42	01696200-53354	PARTS PURCHASED	2420-267935	
PART-COUPLER PLUG	5.26	01696200-53317	OPERATING SUPPLIES	2420-267501	
PART-DOUBLE PLATINUM	45.90	01696200-53354	PARTS PURCHASED	2420-265922	
PART-FUEL FILTER	21.93	01696200-53354	PARTS PURCHASED	2420-266195	
PART-FUSE	7.68	01696200-53354	PARTS PURCHASED	2420-265552	
PART-HUB ASSY	104.38	01696200-53354	PARTS PURCHASED	2420-267282	
PART-QUICKDISCONNECT	138.05	01696200-53354	PARTS PURCHASED	2420-266937	
PART-SEALED BEAM	15.38	01696200-53354	PARTS PURCHASED	2420-265933	
PART-STARTER	249.59	01696200-53354	PARTS PURCHASED	2420-266554	
PART-STARTER RTN'D	-249.59	01696200-53354	PARTS PURCHASED	2420-266802	
PART-TIERODEND	24.95	01696200-53354	PARTS PURCHASED	2420-267303	
PART-WIPERS	20.98	01696200-53354	PARTS PURCHASED	2420-267144	
PARTS-WINTER BLADE	39.64	01696200-53354	PARTS PURCHASED	2420-266192	
RETURN-PLUG	-5.26	01696200-53317	OPERATING SUPPLIES	2420-267509	
SUPPLIES-GOGGLES	21.98	01696200-53317	OPERATING SUPPLIES	2420-267514	
TIE ROD END OUTER	92.81	01696200-53354	PARTS PURCHASED	2420-267851	
	699.21				
CARSON PIRIE SCOTT					
CLOTH ALLOW - WALKER	17.50	01664700-53324	UNIFORMS	904751	
	17.50				
CH2MHILL OMI					
CAPEX PROGRAM 1/2013- 3/2013	11,149.00	04101100-52262	WRC CONTRACT	56419	20130024
CS PASS THRU RPR EXPENSES THRU MAR/2013	8,698.18	04101100-52262	WRC CONTRACT	56400	20130024
	19,847.18				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
CHICAGO INTERNATIONAL TRUCK LLC					
PART-FILTER	501.22	01696200-53354	PARTS PURCHASED	16086147	
PARTS-TUBE	76.18	01696200-53354	PARTS PURCHASED	16083545	
	577.40				
CHICAGO PARTS AND SOUND					
ROTOR/BRAKE PARTS	483.38	01696200-53354	PARTS PURCHASED	508916	
STARTER MOTOR ASY	358.27	01696200-53354	PARTS PURCHASED	506697	
	841.65				
CHOICE OFFICE EQUIPMENT AND SUPPLIES INC					
COPIER-WRC FEB/13	21.58	04101100-52231	COPY EXPENSE	20121657	
COPIER-WRC JAN/13	20.84	04101100-52231	COPY EXPENSE	20121462	
	42.42				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL - MARCH 2013	5,782.50	01570000-52238	LEGAL FEES	3183	
	5,782.50				
COMCAST CABLE					
2/11-3/10 JAG GRANT	44.99	01664700-53330	INVESTIGATION FUND	877120180030	
	44.99				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
COMED					
SERV FRM 02/22 3/25 2013	44.75	04101500-52248	ELECTRICITY	2073133107MAR/13	
SERV FRM 02/27- 03/28 2013	168.77	06320000-52248	ELECTRICITY	0815164035MAR/13	
SERV FRM 2/20- 3/22 2013	60.41	04201600-52248	ELECTRICITY	2514004009MAR/13	
SERV FRM 2/22 - 3/22 2013	73.20	06320000-52248	ELECTRICITY	6675448009MAR/13	
SERV FRM 2/22 - 3/25 2013	15.46	01670600-52248	ELECTRICITY	0803155026MAR/13	
SERV FRM 2/22 - 3/25 2013	83.38	06320000-52248	ELECTRICITY	3153036011MAR/13	
SERV FRM 2/22- 3/25 2013	15.46	01670600-52248	ELECTRICITY	4483019016MAR/13	
SERV FRM 2/22- 3/25 2013	81.59	06320000-52248	ELECTRICITY	0030086009MAR/13	
SERV FRM 2/25- 3/25 2013	27.18	06320000-52248	ELECTRICITY	1603109101MAR/13	
SERV FRM 2/26- 3/26 2013	25.22	01670600-52248	ELECTRICITY	5838596003MAR/13	
SRV 2/25 - 3/25 2013	72.14	04101500-52248	ELECTRICITY	0291093117MAR/13	
SRV FRM 2/22- 3/25 2013	15.46	01670600-52248	ELECTRICITY	1865134015MAR/13	
SERV FRM 2/27 - 3/27 2013	25.60	01670600-52248	ELECTRICITY	2127117053MAR/13	
	708.62				
COMMUNITY CONSOLIDATED SCHOOL #93					
MARCH 2013 DONATIONS	1,350.00	01-24411	DEPOSIT SCHOOL D93 CASH	MAR/13 DONATIONS	
	1,350.00				
CONSTELLATION NEW ENERGY					
SERV FRM 2/20 - 3/21 2013	2,127.52	04201600-52248	ELECTRICITY	0009469564-0001	
SERV FRM 2/21 - 3/21 2013	1,751.87	06320000-52248	ELECTRICITY	0009460468-0001	
SERV FRM 2/22 - 3/24 2013	2,169.13	04201600-52248	ELECTRICITY	00009490055-0001	
	6,048.52				
DAILY HERALD					
TREE PLANTING AD	90.85	01670700-52234	DUES & SUBSCRIPTIONS	T4331177	
	90.85				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV'S 4/1/13	105.00	01650100-52253	CONSULTANT	040113	
	105.00				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
DICKS SPORTING GOODS					
CLOTH ALLOW-RUDELICH	-75.00	01664700-53324	UNIFORMS	12213000	
	-75.00				
DIRECTIONS TRAINING CENTER					
SHR PNT TRNG PASKEVIC	890.00	01664700-52223	TRAINING	45379585	
	890.00				
DOJES FORENSIC SUPPLIES					
ET SUPPLIES	195.90	01662400-53317	OPERATING SUPPLIES	18409	
	195.90				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
JAN/13 ANIMAL CARE	70.00	01662700-52249	ANIMAL CONTROL	335-18591	
	70.00				
DUPAGE DODGE CHRYSLER JEEP INC					
REFUND FOR TAX	-12.28	01662700-52212	AUTO MAINTENANCE & REPAIR	61289CR	
	-12.28				
EBAY INC					
SELLERS FEE	37.94	01-24227	SUPPORT OUR TROOPS RAFFLE	PRINT FEES	
	37.94				
ENGINEERING RESOURCE ASSOCIATES INC					
PROF SERV'S THRU MAR 1, EASTON PRK BMP RE'	809.90	01621900-52253	CONSULTANT	130206.01	
	809.90				
ENTRY & EXIT SYSTEMS INC					
PHOTO BEAM SYSTM	147.45	01680000-53319	MAINTENANCE SUPPLIES	36730	
	147.45				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
ERYOPS BODYCRAFT INC					
REPAIR OF PATROL VEH #688	760.00	01662700-52212	AUTO MAINTENANCE & REPAIR	169296	
	760.00				
FAMOUS FOOTWEAR #14226					
CLOTH ALLOW-RUDELICH	59.99	01664700-53324	UNIFORMS	3850	
	59.99				
FEECE OIL CO					
BULK OIL	1,306.26	01696200-53354	PARTS PURCHASED	3244182	
	1,306.26				
FIREGROUND SUPPLY INC					
UNIFORM SWEATER	40.00	01662600-53324	UNIFORMS	10587	
	40.00				
FLEET SAFETY SUPPLY					
MOUNT FOR UNIT 30	161.50	01670100-52212	AUTO MAINTENANCE & REPAIR	57353	
MOUNT FOR UNIT 30	161.51	04201600-52212	AUTO MAINTENANCE & REPAIR	57353	
VERTEXSUPER-LED/CABLE	308.79	01696200-53354	PARTS PURCHASED	57293	
	631.80				
FULTON TECHNOLOGIES					
WARNING SIREN MONITORING FEE 4/1/13-3/31,	370.80	01-13010	PRE-PAID ITEMS	MON-243	
	370.80				
GALLS					
DUGO PANTS	79.98	01662600-53324	UNIFORMS	000379279	
	79.98				
GANDER MOUNTAIN #284					
CLOTH ALLOW - HARKER	49.99	01664700-53324	UNIFORMS	2324	
CLOTH ALLOW-RUDELICH	75.00	01664700-53324	UNIFORMS	1583	
	124.99				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
GEXPRO					
STREET LIGHT FIXTURES	1,270.62	01670300-53317	OPERATING SUPPLIES	265-180186	
	1,270.62				
GLENBARD NORTH HIGH #87					
MARCH 2013 DONATIONS	375.00	01-24408	DEPOSIT SCHOOL 87 CASH	MAR/13 DONATIONS	
	375.00				
GRAPHIC PRODUCTS INC					
REFLECTIVE PRINT TAPE	248.42	01670300-53314	OFFICE SUPPLIES	2352413	
	248.42				
GROUP LINK					
HELPDESK SOFTWARE APP 2/2013-2/2014	1,398.60	01652800-52255	SOFTWARE MAINTENANCE	2013-01-02-18760	
	1,398.60				
HBK WATER METER SERVICE INC					
FIELD TEST & REPAIR	245.53	04201400-52282	METER MAINTENANCE	13-75	
	245.53				
HD SUPPLY WATERWORKS					
HYDRANT	2,792.00	04201600-53317	OPERATING SUPPLIES	6246745	
US PIPE HYD PARTS	321.20	04201600-53317	OPERATING SUPPLIES	6323970	
	3,113.20				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
HOME DEPOT					
ANCHORS 4 HYD. REPAIR	4.48	04201600-53317	OPERATING SUPPLIES	22886	
FITTINGS - TUBEWAY LS	13.90	04101500-53332	SEWER SYSTEM SUPPLIES	61842	
MOULDING	123.37	01662700-53317	OPERATING SUPPLIES	68284	
NUTS,BOLTS,ANCHORS	6.34	04201600-53317	OPERATING SUPPLIES	70777	
PROPANE-GARAGE	6.25	01696200-53317	OPERATING SUPPLIES	50035	
PROPANE-STREETS	6.25	01670500-53317	OPERATING SUPPLIES	50035	
SUMP PUMP - TUBEWAY	152.00	04101500-53332	SEWER SYSTEM SUPPLIES	52940	
TILE	131.47	01662700-53317	OPERATING SUPPLIES	14167	
TILE/GLUE	42.37	01662700-53317	OPERATING SUPPLIES	25615	
TIMBERS-HYDRANT BLKING	41.94	04201600-53317	OPERATING SUPPLIES	51647	
	528.37				
HOTELS-MASTERCARD					
ILCMA CONF BREINIG	241.82	01590000-52223	TRAINING	1000020697	
	241.82				
I D O T (IL STATE TREASURER)					
KUHN ROAD BIKE PATH	68,919.56	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	105823	
	68,919.56				
I R M A					
MARCH MONTHLY DEDUCTIBLE	2,801.68	01650100-52215	INSURANCE DEDUCTIBLES	12335	
MARCH OPTIONAL DEDUCTIBLE	16,375.69	01650100-52215	INSURANCE DEDUCTIBLES	12267	
RESTITUTION REIMBURSEMENT ZGORSKI	782.00	01000000-47415	INSURANCE REIMBURSEMENT	CS 159951-01	
	19,959.37				
IACP NET					
ANNUAL FEE FROM 5/1/13- 4/30/14 POLICE	1,100.00	01-13010	PRE-PAID ITEMS	20658	
	1,100.00				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
ILLINI POWER PRODUCTS					
VILLAGEHALL GENERATOR	395.22	01696200-53353	OUTSOURCING SERVICES	SWO000195-1	
	395.22				
ILLINOIS TOLLWAY					
MISSED TOLL	1.10	01670100-52234	DUES & SUBSCRIPTIONS	41609421 3/7	
MISSED TOLL	1.50	01670100-53317	OPERATING SUPPLIES	41609338 3/7	
	2.60				
INTERNET PURCHASE MASTERCARD					
ADAPTER	5.19	01662700-53317	OPERATING SUPPLIES	1583426	
CABLES	9.10	01662700-53317	OPERATING SUPPLIES	6489835	
CLOTH ALLOW - GREY	85.93	01664700-53324	UNIFORMS	0529664	
CLOTH ALLOW - GREY	94.99	01664700-53324	UNIFORMS	W0439888	
CLOTH ALLOW-RUDELICH	146.99	01664700-53324	UNIFORMS	43770	
POWER ADAPTER	125.74	01662700-53317	OPERATING SUPPLIES	3405019	
	467.94				
IPWMAN					
DUES FOR EMERGENCY ASSIST PROGRAM MUTU	250.00	01670100-52234	DUES & SUBSCRIPTIONS	2013/14 DUES	
	250.00				
ITRON INC					
HRDWARE/SFTWR MTC MAY/13-JULY/13	1,089.04	04-13010	PRE-PAID ITEMS	285078	
	1,089.04				
J U L I E INC					
LOCATES THRU APRIL 2013	454.44	01670300-52272	PROPERTY MAINTENANCE	2013-0356 APRIL/13	
LOCATES THRU APRIL 2013	454.44	04101500-52272	PROPERTY MAINTENANCE	2013-0356 APRIL/13	
LOCATES THRU APRIL 2013	454.45	04201600-52272	PROPERTY MAINTENANCE	2013-0356 APRIL/13	
	1,363.33				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
JC LICHT					
PAINT COM DEV	89.98	01680000-53319	MAINTENANCE SUPPLIES	1208-63170	
	89.98				
JEWEL-OSCO					
CPA FOOD	50.83	01664776-53325	COMMUNITY RELATIONS	007911 3/7	
CPA FOOD	54.15	01664776-53325	COMMUNITY RELATIONS	2/28/13	
VOLUNTEER FOOD	35.33	01664773-53325	COMMUNITY RELATIONS	2/25/13	
	140.31				
JOE COTTON FORD					
PART-WIRE ASY	37.87	01696200-53354	PARTS PURCHASED	305988	
PARTS-JEWELS,HOSE	91.68	01696200-53354	PARTS PURCHASED	306049	
	129.55				
KAKNES LANDSCAPE SUPPLY, INC					
WATER BAGS-TREES	475.00	01670700-52268	TREE MAINTENANCE	118188	
WATER BAGS-TREES	5,225.00	01670700-52281	EAB REMOVAL/REPLACEMENT	118188	
	5,700.00				
KANE, MCKENNA AND ASSOCIATES INC					
SERV'S OF NORTH/SCHMALE TIF MAR/13	887.50	22490000-52253	CONSULTANT	11595	
	887.50				
KONICA MINOLTA BUSINESS SOLUTIONS					
COPIER MTC 12/13/12 - 01/17/13 INVESTIGATIO	65.07	01662400-52226	OFFICE EQUIPMENT MAINTENANC	23463736	
	65.07				
LAFARGE FOX RIVER DECO					
GRAVEL	159.38	04201600-53347	CA-6	26519715	
	159.38				

Village of Carol Stream
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
LEXISNEXIS					
01/01/13-01/31/13	170.00	01662400-53330	INVESTIGATION FUND	20130131	
	170.00				
LIVE VIEW GPS INC					
MONTHLY FEE -MAR/13	79.90	01664700-53330	INVESTIGATION FUND	116849	
	79.90				
LOWE'S HOME CENTERS					
CONCRETE DRILL BIDS	16.94	01662700-53317	OPERATING SUPPLIES	9203176	
FLOOR LEVELER-PD	25.91	01662700-53317	OPERATING SUPPLIES	5790655	
ICE MELT 10 BAGS	89.80	01680000-53319	MAINTENANCE SUPPLIES	9517332	
LIGHT BULBS FLAG POLE	7.98	01680000-53319	MAINTENANCE SUPPLIES	9366564	
PACKAGING MATERIAL	23.92	01-24227	SUPPORT OUR TROOPS RAFFLE	94626999	
PAPER TOWEL HOLDER	2.49	01680000-53319	MAINTENANCE SUPPLIES	8671979	
RANGE SUPPLIES	7.09	01662700-52239	RANGE	2022119	
RANGE SUPPLIES	54.15	01662700-52239	RANGE	2636748	
	228.28				
MEADE ELECTRIC COMPANY INC					
TRAF SIGNL MTC FEB/13	150.00	06320000-52244	MAINTENANCE & REPAIR	658611	
	150.00				
MIDCO					
TESTED 6911 TO DUCOM ALL CALLS TESTED OK 3	132.50	01680000-52244	MAINTENANCE & REPAIR	267655	
	132.50				
MIDWEST METER INC					
METERS - NEW CONST.	1,080.00	04201400-53333	NEW METERS	0043476	
	1,080.00				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
MINUTEMAN PRESS					
CIP & BUDGET SUPPLIES	20.70	01612900-53314	OFFICE SUPPLIES	38991	
	20.70				
MONROE TRUCK EQUIPMENT					
CYLINDERS	711.28	01696200-53354	PARTS PURCHASED	297601	
	711.28				
MORONI LAW OFFICES					
PROSECUTORS SERV'S FEB/2013	2,180.00	01570000-52235	LEGAL FEES-PROSECUTION	FEB/2013	
	2,180.00				
MORTON SALT INC					
SALT	1,273.11	06320000-53335	SALT	5400131637	
SALT	1,293.39	06320000-53335	SALT	5400131638	
SALT	3,509.74	06320000-53335	SALT	5400133600	
SALT	12,929.17	06320000-53335	SALT	5400129360	
SALT	12,946.78	06320000-53335	SALT	5400132581	
	31,952.19				
MR SITCO					
WATER METER READINGS-APRIL 2013	1,640.70	04103100-52221	UTILITY BILL PROCESSING	2013016	20130016
WATER METER READINGS-APRIL 2013	1,640.70	04203100-52221	UTILITY BILL PROCESSING	2013016	20130016
	3,281.40				
NATIONAL POWER RODDING CORPORATION					
SEWER CLNG/TELEVISING	11,886.87	04101500-52244	MAINTENANCE & REPAIR	43610	20130084
	11,886.87				
NEENAH FOUNDARY COMPANY					
(2) CASTINGS	376.00	01670600-53317	OPERATING SUPPLIES	770248	
	376.00				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
NEOPOST LEASING					
INK CARTRIDGE	157.99	01612900-53317	OPERATING SUPPLIES	13351265	
	157.99				
NEW HORIZONS					
2- TRAINING VOUCHERS	5,000.00	01652800-52223	TRAINING	93311-CZ6857	
	5,000.00				
NICOR					
SERV FRM 2/27- 3/27 2013	23.96	04101500-52277	HEATING GAS	14 30 94 7020 2MAR13	
	23.96				
NMI					
VEH STK FEES FEB/13	10.00	01610100-52256	BANKING SERVICES	248943773	
	10.00				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
OFFICE DEPOT					
CIP & BUDGET SUPPLIES	34.50	01650100-52231	COPY EXPENSE	649645228001	
LABELS	11.99	01670100-53314	OFFICE SUPPLIES	1987	
OFFICE SUPPLIES	2.86	01662600-53314	OFFICE SUPPLIES	646770973	
OFFICE SUPPLIES	5.42	01640100-53314	OFFICE SUPPLIES	648049264	
OFFICE SUPPLIES	5.72	01613000-53317	OPERATING SUPPLIES	649645228001	
OFFICE SUPPLIES	7.02	01662600-53314	OFFICE SUPPLIES	646770975	
OFFICE SUPPLIES	12.95	01690100-53314	OFFICE SUPPLIES	650143701	
OFFICE SUPPLIES	20.39	01662600-53314	OFFICE SUPPLIES	646770974	
OFFICE SUPPLIES	33.93	01612900-53317	OPERATING SUPPLIES	649645228001	
OFFICE SUPPLIES	40.04	01690100-53314	OFFICE SUPPLIES	650143511	
OFFICE SUPPLIES	45.00	01640100-53314	OFFICE SUPPLIES	648049219	
OFFICE SUPPLIES	54.41	01660100-53314	OFFICE SUPPLIES	650058033001	
OFFICE SUPPLIES	54.83	01620100-53314	OFFICE SUPPLIES	647905717	
OFFICE SUPPLIES	71.93	04200100-53314	OFFICE SUPPLIES	647712541	
OFFICE SUPPLIES	378.92	01662600-53314	OFFICE SUPPLIES	646770864	
PROJECT DIARY	20.64	01622200-53317	OPERATING SUPPLIES	647905966001	
	800.55				
OFFICE MAX					
UNDERCOVER COMPUTER	41.99	01662400-53330	INVESTIGATION FUND	0059010968	
	41.99				
PAHCS II					
ANNUAL FEE &k 1ST QTR DOT DRUG SCREENS	424.10	01600000-52225	EMPLOYMENT PHYSICALS	139899	
	424.10				
PESI SEMINARS					
MCNAMARA 4/9 TRNG	189.99	01662500-52223	TRAINING	387088	
	189.99				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
POMPS TIRE SERVICE					
TIRES	457.44	01696200-53354	PARTS PURCHASED	410057347(2)	
TIRES	746.68	01696200-53354	PARTS PURCHASED	410069944	
	1,204.12				
PRESSURE SOLUTIONS INC					
CAPACITOR	453.54	01670400-52244	MAINTENANCE & REPAIR	571	
	453.54				
RADCO COMMUNICATIONS INC					
FIXED DECK LIGHT 682	35.70	01662700-52212	AUTO MAINTENANCE & REPAIR	78706	
	35.70				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
RAY O'HERRON CO					
AMMO	160.00	01662700-53321	AMMUNITION	68916	
BADGES	551.00	01662700-53324	UNIFORMS	0068408	
BAUGHMAN	117.80	01662700-53324	UNIFORMS	0067469	
BLAIR	311.50	01662700-53324	UNIFORMS	0067468	
BUSCH	128.85	01662700-53324	UNIFORMS	0068964	
CHACON	19.95	01662700-53324	UNIFORMS	0068965	
DUGO	9.95	01662600-53324	UNIFORMS	0068482	
EBY	88.95	01664700-53324	UNIFORMS	0068484	
ESTRADA	53.80	01662700-53324	UNIFORMS	0068773	
HARKER	109.95	01664700-53324	UNIFORMS	0068963	
IBARRIENTOS	9.95	01662700-53324	UNIFORMS	0067661	
JOHNSON	31.90	01662700-53324	UNIFORMS	0068664	
JOHNSON	272.75	01662700-53324	UNIFORMS	0068480	
KALINOWICZ	317.70	01662700-53324	UNIFORMS	0068481	
LARSEN	159.75	01662700-53324	UNIFORMS	0068483	
LEUZE	88.95	01662600-53324	UNIFORMS	0068961	
MILLER	43.95	01660100-53324	UNIFORMS	0068966	
PLACKETT	28.95	01662700-53324	UNIFORMS	0067995	
RUDELICH	109.95	01664700-53324	UNIFORMS	0068962	
S.CADLE	193.85	01662700-53324	UNIFORMS	0067467	
SZALKOWSKI	78.95	01662700-53324	UNIFORMS	0067994	
	2,888.40				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
RESTAURANT-MASTERCARD					
CPA FOOD	69.16	01664776-53325	COMMUNITY RELATIONS	73 3/7/13	
CPA FOOD	238.00	01664776-53325	COMMUNITY RELATIONS	272 3/14	
CPA FOOD	240.00	01664776-53325	COMMUNITY RELATIONS	236 2/21/13	
DARE OUTING	65.02	01664765-53325	COMMUNITY RELATIONS	123 3/6/13	
HMLND SECR MTG/TRNG MAR/13	80.42	01660100-52222	MEETINGS	21472	
MEAL FOR PLOW DRIVERS	136.39	01670200-53317	OPERATING SUPPLIES	2835 2/26/13	
MEALS - PLOW DRIVERS	229.75	01670200-53317	OPERATING SUPPLIES	3/15/13	
SANDWICHES	160.00	01590000-52222	MEETINGS	3/18/13	
SANDWICHES	170.00	01590000-52222	MEETINGS	3/4/13	
TRNG LUNCH TSA INSTR	37.93	01662700-52223	TRAINING	00133 3/5/13	
	1,426.67				
RYDIN DECAL					
2013/14 VIDEO GAMING LIC	327.25	01612900-53315	PRINTED MATERIALS	282239	
	327.25				
SCHNEIDER ELECTRIC					
DTN ANNL FEE 2013/14 WEATHER SUPPORT	2,208.00	01670100-52234	DUES & SUBSCRIPTIONS	3961586	
	2,208.00				
SEAWAY SUPPLY CO					
PAPER PRODUCTS	116.00	01670400-53317	OPERATING SUPPLIES	88568	
	116.00				
SIG SAUER INC					
GUN PARTS	147.00	01662700-52239	RANGE	1533654	
GUN PARTS	200.00	01662700-52239	RANGE	1538461	
	347.00				
SIRCHIE FINGER PRINT LABORATORIES					
ET SUPPLIES	87.50	01662400-53317	OPERATING SUPPLIES	0115715-IN	
	87.50				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
SPENCER GIFTS LLC					
CLOTH ALLOW - WALKER	54.45	01664700-53324	UNIFORMS	6810	
	54.45				
SPRINT CORPORATE SECURITY					
1/17-2/16 JAG GRANT	121.70	01662400-53330	INVESTIGATION FUND	144871676014	
	121.70				
STREICHERS					
BALLISTIC HELMENTS	3,130.00	01664700-53350	SMALL EQUIPMENT EXPENSE	I964996	
BAUGHMAN & LALLY VESTS	710.00	01662700-53324	UNIFORMS	I1000127	
LALLY VEST	710.00	01662400-53324	UNIFORMS	I1000127	
SHIPPING	7.50	01662700-53324	UNIFORMS	I1000127	
SHIPPING	7.50	01662400-53324	UNIFORMS	I1000127	
	4,565.00				
SUBURBAN LABORATORIES INC					
ROUTINE SAMPLES	199.00	04201600-52279	LAB SERVICES	25344	
ROUTINE WATER SAMPLES	8.00	04201600-52279	LAB SERVICES	25574A	
ROUTINE WATER SAMPLES	160.00	04201600-52279	LAB SERVICES	25574	
	367.00				
SUNRISE CHEVROLET					
CYLINDER/KIT	181.40	01696200-53354	PARTS PURCHASED	793015	
PART - 2004 IMPALA	47.02	01696200-53354	PARTS PURCHASED	792816	
	228.42				
TERRACE SUPPLY COMPANY					
EQUIP.RENTAL 2/2013	26.60	01696200-52264	EQUIPMENT RENTAL	00924005	
	26.60				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
THE BLUE LINE					
AD FOR POLICE OFFICER LISTING	348.00	01510000-52228	PERSONNEL HIRING	25934	
	348.00				
THE UPS STORE					
PACKAGING MATERIALS	29.10	01-24227	SUPPORT OUR TROOPS RAFFLE	3244	
PACKAGING MATERIALS	29.10	01-24227	SUPPORT OUR TROOPS RAFFLE	3247	
REFUND PACKAGING MATERIALS	-29.10	01-24227	SUPPORT OUR TROOPS RAFFLE	3245	
	29.10				
THEODORE POLYGRAPH SERVICE					
POLYGRAPHS FOR PD OFFICER CANDIDATES	270.00	01510000-52228	PERSONNEL HIRING	3627	
	270.00				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
EPAY FEE - WTR MARCH/2013	225.00	04103100-52221	UTILITY BILL PROCESSING	15603	
EPAY FEE - WTR MARCH/2013	225.00	04203100-52221	UTILITY BILL PROCESSING	15603	
WATER BILL NOTICES MAR/13	1,281.22	04103100-52221	UTILITY BILL PROCESSING	15602	
WATER BILL NOTICES MAR/13	1,281.22	04203100-52221	UTILITY BILL PROCESSING	15602	
	3,012.44				
TIGERDIRECT.COM					
CABLE ADAPTER	18.54	01652800-53317	OPERATING SUPPLIES	J34005850101	
DB9 CONVERTOR	260.50	01652800-54412	OTHER EQUIPMENT	J34005850102	
REPLACE CMPTR HARD DR	120.17	01652800-54412	OTHER EQUIPMENT	J33521100101	
	399.21				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	230.10	01680000-53320	JANITORIAL SUPPLIES	3246	
	230.10				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
TJ MAXX					
CLOTH ALLOW - WALKER	19.98	01664700-53324	UNIFORMS	0613054464	
	19.98				
TRAFFIC CONTROL & PROTECTION					
TRAFFIC SIGNS	106.90	01670300-53344	STREET SIGNS	76337	
	106.90				
TRANS UNION LLC					
01/26/13-02/25/13	45.00	01662400-53330	INVESTIGATION FUND	02300815	
	45.00				
TRAVEL-MASTERCARD					
PRKG MTG JONES	37.00	01662400-52222	MEETINGS	CS12040658	
SIGN REGULATION GLEES	21.00	01643700-52223	TRAINING	2132	
	58.00				
TRUGREEN					
ICE MELT	450.00	01680000-53319	MAINTENANCE SUPPLIES	3399460	
	450.00				
TYCO INTEGRATED SECURITY LLC					
CHRG LIFT 3/5-5/31	38.25	04101500-52234	DUES & SUBSCRIPTIONS	90347971	
	38.25				
U S POST OFFICE					
GRANT PAPERWRK POSTG	5.60	01662300-53317	OPERATING SUPPLIES	2/26/13	
PACKAGING MATERIALS	133.20	01-24227	SUPPORT OUR TROOPS RAFFLE	781 3/5/13	
URINE TO ISP LAB	11.45	01662400-53317	OPERATING SUPPLIES	47	
URINE TO ISP LAB	11.45	01662400-53317	OPERATING SUPPLIES	743	
	161.70				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
UNIFIED SCHOOL DISTRICT #46					
DONATIONS MARCH 2013	6,167.00	01-24405	DEPOSIT-SCHOOL #46 DEV CONTRMARCH 2013		
	6,167.00				
UNIFIRST CORPORATION					
TOWELS/MATS 2/26/13	26.90	01670100-53317	OPERATING SUPPLIES	858234	
TOWELS/MATS 3/12/13	26.90	01670100-53317	OPERATING SUPPLIES	861063	
TOWELS/MATS 3/19/13	26.90	01670100-53317	OPERATING SUPPLIES	862479	
TOWELS/MATS 3/5/13	26.90	01670100-53317	OPERATING SUPPLIES	859646	
UNIFORM 2/26/13	63.07	01696200-52267	UNIFORM CLEANING	858234	
UNIFORM 3/12/13	63.07	01696200-52267	UNIFORM CLEANING	861063	
UNIFORM 3/5/13	63.07	01696200-52267	UNIFORM CLEANING	859646	
UNIFORMS 3/19/13	63.07	01696200-52267	UNIFORM CLEANING	862479	
WIPERS 2/26/13	51.80	01696200-53317	OPERATING SUPPLIES	858234	
WIPERS 3/12/13	51.80	01696200-53317	OPERATING SUPPLIES	861063	
WIPERS 3/19/13	51.80	01696200-53317	OPERATING SUPPLIES	862479	
WIPERS 3/5/13	51.80	01696200-53317	OPERATING SUPPLIES	859646	
	567.08				
UNIVERSITY OF MINNESOTA					
PROPER PRUNING TIP BOOK	10.00	01670700-53317	OPERATING SUPPLIES	TREE MTC BOOKLET 4/3	
	10.00				
USA BLUE BOOK					
CHLORINE SWIFTEST REFILL	169.68	04201600-53317	OPERATING SUPPLIES	893989	
	169.68				
VERIZON WIRELESS					
PHONE ACCESSORIES	37.48	01662400-53330	INVESTIGATION FUND	188811	
PHONE ACCESSORIES	74.96	01662400-53330	INVESTIGATION FUND	188431	
PHONE ACCESSORIES	74.96	01664700-53330	INVESTIGATION FUND	121184	
PHONE CHARGERS	118.96	01664700-53330	INVESTIGATION FUND	188501	
	306.36				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 15 2013

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
VIDEO AND SOUND SERVICE INC					
CCTV SYS SERVICE	752.10	01652800-52253	CONSULTANT	75363	
	752.10				
VILLAGE OF CAROL STREAM					
SERV FRM 2/10 - 3/10 2013	2.40	01680000-53220	WATER	666234/20878	
SERV FRM 2/10 - 3/8 2013	77.34	01670100-53220	WATER	666231/20875	
SERV FRM 2/10 - 3/8 2013	262.63	01670100-53220	WATER	666230/20874	
SERV FRM 2/10 - 3/9 2013	61.20	04101500-53220	WATER	666229/20872	
SERVFRM 2/8 - 3/8 2013	0.48	04101500-53220	WATER	666228/20871	
SRV FRM 2/10 - 3/8 2013	180.02	01680000-53220	WATER	666232/20876	
	584.07				
WAL MART					
BATTERIES AND SUPPLIES	55.35	01660157-53317	OPERATING SUPPLIES	02943	
SANITIZER FOR SQUADS	34.96	01662700-53317	OPERATING SUPPLIES	09849	
	90.31				
WATER PRODUCTS-AURORA					
EMR HYD PRTS NORTH AV	3,574.83	04201600-53317	OPERATING SUPPLIES	0238409	
	3,574.83				
WHEATON MULCH INC					
LIMESTONE CHIPS	34.00	04201600-53347	CA-6	13-0154	
LIMESTONE CHIPS	68.00	04201600-53347	CA-6	13-0153	
LIMESTONE CHIPS	204.00	04201600-53347	CA-6	13-0156	
LIMESTONE CHIPS	204.00	04201600-53347	CA-6	13-0157	
	510.00				
WILDLAND MANAGEMENT INC					
POND SHORELINE BURNS 3/27- 3/30 2013	12,000.00	01620100-52272	PROPERTY MAINTENANCE	4-1-13	20130092
	12,000.00				

Village of Carol Stream
Schedule of Bills
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Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
WM HORN STRUCTURAL STEEL CO					
STEEL PLATE FOR ARMSTRONG PARK HATCH	164.00	01670600-53317	OPERATING SUPPLIES	94855	
	164.00				
XEROX CAPITAL SERVICES LLC					
LEASE 1/2013	939.02	01650100-52231	COPY EXPENSE	065689254	
LEASE 2/2013	1,248.94	01650100-52231	COPY EXPENSE	066897712	
	2,187.96				
ZEP SALES & SERVICE					
DEGREASER	236.80	01670200-53317	OPERATING SUPPLIES	9000167227	
	236.80				
GRAND TOTAL	**$305,887.13**				

The preceding list of bills payable totaling $305,887.13 was reviewed and approved for payment.

Approved by:

Joseph Breinig - Village Manager

Date: 4/12/13

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM
K-2 4-15-13

ADDENDUM WARRANTS
April 2, 2013 thru April 15, 2013

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Mar 18, 2013 thru Mar 31, 2013	428,450.56
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Mar 18, 2013 thru Mar 31, 2013	31,892.22
				460,342.78

Approved this _____ day of _____, 2013

By: _____
Frank Saverino Sr - Mayor

_____
Beth Melody - Village Clerk

AGENDA ITEM
L-4 4-15-13

Village of Carol Stream
General Fund Budget Summary
For the Month Ended March 31, 2013

	MONTH				YTD				BUDGET				
	Last Year Mar	Current Year Mar	Monthly Variance $	%	Last Year YTD	Current Year YTD	YTD Variance $	%	Annual Budget	YTD Budget	YTD Actual	Variance $	%
REVENUES													
Sales Tax	$ 444,886	$ 484,606	39,720	9%	$ 4,559,837	$ 4,720,729	160,892	4%	$ 4,931,000	$ 4,572,191	$ 4,720,729	148,538	3%
Home Rule Sales Tax	255,832	288,427	32,595	13%	2,623,174	2,743,877	120,703	5%	2,860,000	2,640,456	2,743,877	103,421	4%
State Income Tax	221,331	211,250	(10,081)	-5%	2,900,911	3,211,956	311,045	11%	3,145,000	2,836,244	3,211,956	375,712	13%
Utility Tax - Electricity	134,506	154,165	19,659	15%	1,670,495	1,738,074	67,579	4%	1,800,000	1,663,060	1,738,074	75,014	5%
Telecommunications Tax	117,671	126,610	8,939	8%	1,471,907	1,514,955	43,047	3%	1,562,000	1,413,986	1,514,955	100,969	7%
Fines (Court, Ord., ATLE, Towing)	132,187	143,000	10,813	8%	1,286,321	1,409,903	123,582	10%	1,545,000	1,426,317	1,409,903	(16,414)	-1%
Natural Gas Use Tax	86,193	101,407	15,214	18%	455,293	447,209	(8,084)	-2%	575,000	486,967	447,209	(39,759)	-8%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	114,076	142,476	28,400	25%	1,764,155	1,607,637	(156,517)	-9%	1,534,700	1,426,691	1,607,637	180,947	13%
Licenses (Vehicle, Liquor, etc.)	22,739	13,577	(9,162)	-40%	501,384	487,321	(14,064)	-3%	607,000	505,612	487,321	(18,291)	-4%
Cable Franchise Fees	-	-	-	0%	427,556	460,575	33,019	8%	550,000	504,167	460,575	(43,592)	-9%
Building Permits	59,154	55,519	(3,635)	-6%	550,560	519,489	(31,072)	-6%	500,600	470,550	519,489	48,939	10%
Fees for Services	62,228	57,947	(4,281)	-7%	595,392	527,425	(67,967)	-11%	570,200	533,450	527,425	(6,025)	-1%
Interest Income	3,141	2,972	(169)	-5%	32,130	33,708	1,578	5%	25,000	22,917	33,708	10,791	47%
All Other / Miscellaneous	59,780	70,487	10,707	18%	805,157	653,167	(151,990)	-19%	579,500	536,750	653,167	116,417	22%
Revenue Totals	**1,713,724**	**1,852,444**	**138,720**	**8%**	**19,644,272**	**20,076,023**	**431,752**	**2%**	**20,785,000**	**19,039,356**	**20,076,023**	**1,036,667**	**5%**
EXPENDITURES													
Fire & Police Commission	1,725	-	(1,725)	-100%	3,341	20,004	16,663	499%	5,448	4,994	20,004	15,010	301%
Legislative Board	2,138	2,458	320	15%	106,904	99,640	(7,264)	-7%	104,790	102,411	99,640	(2,772)	-3%
Plan Commission & ZBA	726	261	(465)	-64%	4,809	3,306	(1,503)	-31%	7,474	6,853	3,306	(3,547)	-52%
Legal Services	15,729	27,407	11,677	74%	171,251	212,686	41,436	24%	315,000	288,750	212,686	(76,064)	-26%
Village Clerk	8,960	1,876	(7,084)	-79%	35,662	33,924	(1,738)	-5%	46,360	42,649	33,924	(8,726)	-20%
Administration	36,173	34,954	(1,219)	-3%	453,326	433,450	(19,877)	-4%	455,550	420,458	433,450	12,992	3%
Employee Relations	15,120	16,424	1,305	9%	201,120	212,330	11,210	6%	248,586	232,038	212,330	(19,708)	-8%
Financial Management	56,879	59,373	2,495	4%	716,040	795,686	79,646	11%	842,272	778,917	795,686	16,769	2%
Engineering Services	55,283	66,995	11,712	21%	693,087	796,434	103,348	15%	843,483	777,509	796,434	18,925	2%
Community Development	55,154	64,730	9,575	17%	644,701	748,748	104,047	16%	814,240	750,490	748,748	(1,742)	0%
Mangement Services	47,302	100,458	53,155	112%	659,743	805,525	145,782	22%	803,407	738,885	805,525	66,641	9%
Police	856,119	863,141	7,023	1%	10,924,584	11,300,292	375,708	3%	12,278,685	11,370,573	11,300,292	(70,281)	-1%
Public Works	181,525	260,216	78,691	43%	2,602,445	2,994,103	391,658	15%	3,145,670	2,970,963	2,994,103	23,140	1%
Municipal Building	20,139	22,533	2,395	12%	272,565	343,394	70,829	26%	386,785	355,897	343,394	(12,503)	-4%
Municipal Garage	(5,377)	(46,360)	(40,983)	762%	26,782	10,043	(16,739)	-63%	-	-	10,043	10,043	100%
Transfers and Agreements	104,757	172,171	67,414	64%	167,178	313,341	146,163	87%	446,000	171,000	313,341	142,341	83%
Town Center	-	(327)	(327)	100%	33,485	33,428	(57)	0%	41,250	41,250	33,428	(7,822)	-19%
Expenditure Totals	**1,452,352**	**1,646,310**	**193,958**	**13%**	**17,717,023**	**19,156,334**	**1,439,312**	**8%**	**20,785,000**	**19,053,637**	**19,156,334**	**102,697**	**1%**
Net Increase / (Decrease)	**261,372**	**206,133**	**(55,238)**		**1,927,249**	**919,689**	**(1,007,560)**		**-**	**(14,281)**	**919,689**	**933,970**	

Village of Carol Stream

Water and Sewer Fund Budget Summary

For the Month Ended March 31, 2013

	MONTH				YTD				BUDGET				
	Last Year Mar	Current Year Mar	Monthly Variance $	%	Last Year YTD	Current Year YTD	YTD Variance $	%	Annual Budget	YTD Budget	YTD Actual	Variance $	%
REVENUES													
Water Billings	$ 369,216	$ 409,069	39,853	11%	$ 4,208,369	$ 5,203,973	995,604	24%	$ 5,240,000	$ 4,748,708	$ 5,203,973	455,265	10%
Sewer Billings	164,363	162,876	(1,487)	-1%	2,182,378	2,324,909	142,531	7%	2,310,000	2,117,653	2,324,909	207,256	10%
Penalties/Admin Fees	10,072	13,782	3,710	37%	135,045	157,577	22,532	17%	144,000	132,000	157,577	25,577	19%
Connection/Expansion Fees	-	18,270	18,270	100%	73,261	67,300	(5,961)	-8%	130,000	119,167	67,300	(51,866)	-44%
Interest Income	3,394	4,221	827	24%	37,989	40,180	2,191	6%	38,000	34,833	40,180	5,347	15%
Rental Income	13,698	14,053	355	3%	151,383	147,744	(3,639)	-2%	159,000	145,750	147,744	1,994	1%
All Other / Miscellaneous	13,490	4,884	(8,607)	-64%	68,811	300,298	231,487	336%	96,751	94,918	300,298	205,380	216%
Revenue Totals	**574,232**	**627,154**	**52,921**	**9%**	**6,857,238**	**8,241,981**	**1,384,743**	**20%**	**8,117,751**	**7,393,028**	**8,241,981**	**848,953**	**11%**
EXPENDITURES													
Salaries & Benefits	84,998	96,192	11,195	13%	969,983	1,030,997	61,014	6%	1,208,214	1,115,274	1,030,997	(84,278)	-8%
Purchase of Water	285,125	333,103	47,978	17%	2,580,730	3,516,664	935,934	36%	3,718,000	3,374,136	3,516,664	142,528	4%
WRC Operating Contract	134,928	126,829	(8,099)	-6%	1,695,319	1,428,171	(267,148)	-16%	1,701,105	1,559,346	1,428,171	(131,175)	-8%
Maintenance & Operating	57,411	97,442	40,032	70%	853,699	1,664,357	810,658	95%	1,843,937	1,690,276	1,664,357	(25,919)	-2%
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,650	428,650	214,325	(214,325)	-50%
DWC Loan P&I	-	-	-	0%	12,751	12,751	-	0%	12,751	12,751	12,751	0	0%
Capital Outlay	122,240	4,702	(117,538)	-96%	220,981	1,567,821	1,346,840	609%	2,856,000	2,856,000	1,567,821	(1,288,179)	-45%
Expenditure Totals	**684,701**	**658,268**	**(26,433)**	**-4%**	**6,547,789**	**9,435,086**	**2,887,297**	**44%**	**11,768,657**	**11,036,433**	**9,435,086**	**(1,601,347)**	**-15%**
Net Increase / (Decrease)	**(110,469)**	**(31,115)**	**79,354**		**309,449**	**(1,193,105)**	**(1,502,554)**		**(3,650,906)**	**(3,643,405)**	**(1,193,105)**	**2,450,300**	

Village of Carol Stream
Capital Budget Summary
For the Month Ended March 31, 2013

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year Mar	Current Year Mar	Monthly Variance $	Monthly Variance %	Last Year YTD	Current Year YTD	YTD Variance $	YTD Variance %	Annual Budget	YTD Actual	% of Total
REVENUES											
Capital Grants	$ 10,451	$ 5,615	(4,835)	-46%	$ 882,585	$ 770,086	(112,499)	-13%	$ 762,500	$ 770,086	101%
Interest Income	(5,216)	2,546	7,761	-149%	34,013	43,327	9,313	27%	36,000	43,327	120%
All Other / Miscellaneous	3,308	69,490	66,182	2001%	207,925	109,019	(98,906)	-48%	275,000	109,019	0%
Revenue Totals	**8,543**	**77,651**	**69,108**	**809%**	**1,124,523**	**922,431**	**(202,092)**	**-18%**	**1,073,500**	**922,431**	**86%**
EXPENDITURES											
Roadway Improvements	12,037	161,568	149,531	1242%	1,630,069	3,529,504	1,899,435	117%	4,121,000	3,529,504	86%
Facility Improvements	-	-	-	0%	104,986	-	(104,986)	-100%	-	-	0%
Stormwater Improvements	4,770	261	(4,509)	-95%	606,298	274,885	(331,413)	-55%	310,000	274,885	89%
Miscellaneous	-	(1,300)	(1,300)	100%	14,400	2,864	(11,536)	-80%	20,000	2,864	0%
Expenditure Totals	**16,807**	**160,528**	**143,722**	**855%**	**2,355,753**	**3,807,253**	**1,451,500**	**62%**	**4,451,000**	**3,807,253**	86%
Net Increase / (Decrease)	**(8,264)**	**(82,877)**	**(74,614)**	**903%**	**(1,231,230)**	**(2,884,821)**	**(1,653,592)**	**134%**	**(3,377,500)**	**(2,884,821)**	**85%**

MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	$ 81,857	$ 67,792	(14,065)	-17%	$ 1,101,113	$ 1,063,557	(37,555)	-3%	$ 1,001,000	$ 1,063,557	106%
Interest Income	415	447	32	8%	4,057	5,178	1,121	28%	5,000	5,178	104%
Revenue Totals	**82,272**	**68,239**	**(14,033)**	**-17%**	**1,105,169**	**1,068,736**	**(36,434)**	**-3%**	**1,006,000**	**$ 1,068,736**	**106%**
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	113,090	135,809	22,719	20%	117,000	135,809	116%
Salt	-	20,226	20,226	100%	102,302	158,806	56,504	55%	255,000	158,806	62%
Electricity	375	4,335	3,960	1056%	34,888	44,616	9,728	28%	60,000	44,616	74%
Materials and Supplies	150	150	-	0%	36,038	20,737	(15,300)	-42%	50,000	20,737	41%
Expenditure Totals	**525**	**24,711**	**24,186**	**4607%**	**286,318**	**359,968**	**73,651**	**26%**	**482,000**	**359,968**	**75%**
Net Increase / (Decrease)	**81,747**	**43,529**	**(38,218)**	**-47%**	**818,852**	**708,768**	**(110,084)**	**-13%**	**524,000**	**708,768**	**135%**

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream

TIF Funds Budget Summary

For the Month Ended March 31, 2013

	MONTH				YTD				BUDGET				
GENEVA CROSSING TIF	Last Year Mar	Current Year Mar	Monthly Variance $	Monthly Variance %	Last Year YTD	Current Year YTD	YTD Variance $	YTD Variance %	Annual Budget	YTD Budget	YTD Actual	Variance $	Variance %
REVENUES													
TIF Property Taxes	$ -	$ -	$ -	0%	$ 366,002	$ 358,088	$ (7,913)	-2%	$ 380,000	$ 380,000	$ 358,088	$ (21,912)	-6%
Interest Income	12	13	1	4%	165	171	7	4%	100	92	171	80	87%
Village Contribution	72,212	90,111	17,900	25%	118,682	156,487	37,805	32%	120,000	120,000	156,487	36,487	30%
Revenue Totals	**72,224**	**90,124**	**17,900**	**25%**	**484,849**	**514,747**	**29,899**	**6%**	**500,100**	**500,092**	**514,747**	**14,655**	**3%**
EXPENDITURES													
Principal Retirement	-	-	-	0%	220,000	230,000	10,000	5%	230,000	230,000	230,000	-	0%
Interest Expense	-	-	-	0%	147,735	138,110	(9,625)	-7%	138,110	138,110	138,110	-	0%
Paying Agent Fees/Legal	-	-	-	0%	3,839	4,582	744	19%	3,500	3,500	4,582	1,082	31%
Expenditure Totals	**-**	**-**	**-**	**0%**	**371,574**	**372,692**	**1,119**	**0%**	**371,610**	**371,610**	**372,692**	**1,082**	**0%**
Net Increase / (Decrease)	**72,224**	**90,124**	**17,900**	**25%**	**113,275**	**142,055**	**28,780**	**25%**	**128,490**	**128,482**	**142,055**	**13,573**	**11%**
NORTH/SCHMALE TIF*													
REVENUES													
TIF Property Taxes	$ -	$ -	$ -	0%	$ -	$ -	$ -	0%	$ -	$ -	$ -	$ -	0%
Interest Income	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	**-**	**-**	**-**	**0%**	**-**	**-**	**-**	**0%**	**-**	**-**	**-**	**-**	**0%**
EXPENDITURES													
Legal Fees	323	2,580	2,257	698%	17,348	27,408	10,060	58%	10,000	10,000	27,408	17,408	174%
Consulting Fees	575	800	225	39%	11,124	8,075	(3,049)	-27%	10,000	10,000	8,075	(1,925)	-19%
Expenditure Totals	**898**	**3,380**	**2,482**	**276%**	**28,471**	**35,483**	**7,011**	**25%**	**20,000**	**20,000**	**35,483**	**15,483**	**77%**
Net Increase / (Decrease)	**(898)**	**(3,380)**	**(2,482)**		**(28,471)**	**(35,483)**	**(7,011)**		**(20,000)**	**(20,000)**	**(35,483)**	**(15,483)**	

* Created 12/5/2011.

Village of Carol Stream

Police Pension Fund Budget Summary

For the Month Ended March 31, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year Mar	Current Year Mar	Monthly Variance $	Monthly Variance %	Last Year YTD	Current Year YTD	YTD Variance $	YTD Variance %	Annual Budget	YTD Budget	YTD Actual	Variance $	Variance %
REVENUES													
Investment Income	$ 300,682	$ 199,178	$ (101,504)	-34%	$ 2,690,105	$ 1,746,899	$ (943,206)	-35%	$ 2,200,750	$ 2,017,354	$ 1,746,899	$ (270,455)	-13%
Employee Contributions	36,564	38,538	1,974	5%	454,414	462,586	8,172	2%	508,000	468,923	462,586	(6,337)	-1%
Village Contribution	119,548	122,866	3,318	3%	1,315,028	1,351,526	36,498	3%	1,474,398	1,351,532	1,351,526	(6)	0%
Other Revenues	1,129	1,129	-	0%	146,780	126,459	(20,322)	-14%	-	-	126,459	126,459	100%
Revenue Totals	**457,922**	**361,711**	**(96,211)**	**-21%**	**4,606,328**	**3,687,470**	**(918,858)**	**-20%**	**4,183,148**	**3,837,809**	**3,687,470**	**(150,339)**	**-4%**
EXPENDITURES													
Investment and Admin Fees	6,981	17,713	10,731	154%	94,654	159,374	64,720	68%	90,900	83,325	159,374	76,049	91%
Participant Beneifit Payments	119,043	130,290	11,247	9%	1,206,173	1,410,892	204,719	17%	1,500,000	1,375,000	1,410,892	35,892	3%
Expenditure Totals	**126,025**	**148,003**	**21,978**	**17%**	**1,300,827**	**1,570,266**	**269,439**	**21%**	**1,590,900**	**1,458,325**	**1,570,266**	**111,941**	**8%**
Net Increase / (Decrease)	**331,898**	**213,708**	**(118,190)**		**3,305,501**	**2,117,203**	**(1,188,297)**		**2,592,248**	**2,379,484**	**2,117,203**	**(262,281)**	

Village of Carol Stream

Schedule of Cash and Investment Balances

March 31, 2013

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 3/31/2012
GENERAL FUND	$ 1,285,434.80	$ 14,034,742.96	$ 15,320,177.76	$ 18,751,950.97
WATER & SEWER FUND	815,534.36	14,875,629.93	15,691,164.29	17,429,260.11
CAPITAL PROJECTS FUND	-	19,744,241.70	19,744,241.70	17,632,278.24
MFT FUND	-	3,369,413.80	3,369,413.80	2,559,501.13
GENEVA CROSSING TIF FUND	1,760,352.26	-	1,760,352.26	1,616,701.48
NORTH/SCHMALE TIF FUND	-	-	-	-
POLICE PENSION FUND	207,462.98	35,221,395.85	35,428,858.83	32,934,720.86
TOTAL	$ 4,068,784.40	$ 87,245,424.24	$ 91,314,208.64	$ 90,924,412.79