

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 5, 2015

7:30 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 Minutes of the September 21, 2015 Village Board Meeting.
2. Approval but not Release of the Executive Session Minutes of the September 21, 2015 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 2829 Honoring ALDI's on Being Named Illinois Retailer of the Year.
2. Year of the Volunteer Spotlight: Kim Gieser, July 4th Parade Committee.
3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. 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.

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. 2015 Pavement Marking Project – Award of Contract. *Staff recommends awarding a contract for the 2015 Pavement Marking Project to Superior Road Striping in the amount of \$46,645.78.*

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2. Local Prosecution DUI Search Warrant Review Addendum. *Staff recommends approval of the Legal Services Agreement Addendum with the Law Office of Michelle L. Moore, LTD. with regard to Ordinance DUI Search Warrant Review.*
3. Tree Trimming Services – Award of Contract. *Staff recommends awarding a contract for tree trimming services to Steve Piper & Sons in the amount of \$40,202.00.*
4. Public Works Union Contract. *This is a new 4-year contract with the Public Works SEIU Union covering Streets, Water & Sewer and Mechanics employees from May 1, 2015-April 30, 2019. The contract provides 2.5% general wage adjustments subject to contract reopeners if Village-State or Federal shared revenues are reduced by more than 5%.*

I. ORDINANCES:

1. Ordinance No. _____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 21 to 20 (Butera Finer Foods, Inc. d/b/a Butera Market, 988 W. Army Trail Road). *Staff recommends reducing the Class C liquor license by one due to the closing of Butera Market, 998 W. Army Trail Road.*

J. RESOLUTIONS:

1. Resolution No. _____ to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year beginning May 1, 2015, and ending April 30, 2016. *This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2015 property tax levy. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois Statutes. Final adoption of the tax levy is scheduled for the Village Board meeting of November 2, 2015.*

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2. Resolution No. ____ Amending Resolution No. 2710 Adopting the 2014-15 Employee Pay Plan for the Village of Carol Stream. *Staff recommends approval of the proposed organizational structure for the Community Development Department for the current fiscal year.*
3. Resolution No. ____ Adopting the 2015-16 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends a 2.5% general wage adjustment for all non-union employees retroactive to May 1, 2015.*

K. NEW BUSINESS:

1. Carol Stream Public Library – Annual Report 2014-2015. *Receipt of Annual Report of the Board of Library Trustees of the Village of Carol Stream for the Fiscal Year Ending April 30, 2015.*
2. Corpus Christi Catholic Church – Raffle License. *Corpus Christi Catholic Church is requesting a fee and Manager’s Fidelity Bond waiver for 2 of their fundraisers to be held on October 9, 2015 – “Bunco for a Cause” and November 1, 2015 – “Saints Tea”.*
3. Benjamin School District 25 – Raffle License. *Benjamin School District 25 is requesting a fee and Manager’s Fidelity Bond waiver for their annual Fall Fest fundraiser to be held on October 25, 2015.*

L. PAYMENT OF BILLS:

1. Regular Bills: September 22, 2015 through October 5, 2015.
2. Addendum Warrants: September 22, 2015 through October 5, 2015.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:

Village of Carol Stream

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4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended August 31, 2015.

N. EXECUTIVE SESSION:

1. Probable or Imminent Litigation.

O. ADJOURNMENT:

LAST ORDINANCE	2015-09-19	LAST RESOLUTION	2828
NEXT ORDINANCE	2015-10-20	NEXT RESOLUTION	2829

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

September 21, 2015

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: None

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney James Rhodes and Village Clerk Laura Czarnecki

*All persons physically present at meeting unless noted otherwise

Mr. Hildebrant from VFW Post 10396, 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 September 8, 2015 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Hennessey made the second to approve, but not release the Minutes of the September 8, 2015 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone,
Schwarze and McCarthy

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Resolution No. 2825 Recognizing Linda Mehring on Twenty Years of Employment with the Village of Carol Stream. *Resolution read by Trustee LaRocca.*

Trustee LaRocca moved and Trustee McCarthy made the second to approve Resolution No. 2825 Recognizing Linda Mehring on Twenty Years of Employment with the Village of Carol Stream. The results of the roll call vote were as follows:

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone,
Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

2. VFW Post 10396 to present check donation to the Village's DARE Program. *Check presented to Police Chief Sailer for the DARE Program by Mr. Hildebrant.*
3. Year of the Volunteer Spotlight: Kirby Williams and Frank Bellino, Knights of Columbus. *The volunteer services of the Knights of Columbus were highlighted by Kirby Williams, Frank Bellino and John Dahlquist including highway cleanup, honor flights, I.D. drives, Hines VA cook-outs, soccer challenge cook-outs for PAD's, pancake breakfasts, Christmas party for single mothers, tootsie roll drives, etc.*
4. Proclamation Designating October 4th-10th Fire Prevention Week. *Proclamation read by Trustee Schwarze.*
5. Proclamation Recognizing and Supporting the Goals of Life Insurance Awareness Month. *Proclamation read by Trustee McCarthy.*

6. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

Trustee LaRocca moved and Trustee Frusolone 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: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

1. #14357-Bluestone Single Tenant Properties, LLC – 170-200 W. North Avenue-Final Plat of Subdivision of Bluestone Carol Stream.
2. Award a Contract for the WRC Hydrant Replacement Project.
3. Contract with GovTempsUSA, LLC – Temporary Community Development Department Staffing.
4. Award of Contract for Networking Equipment Replacement for the Municipal Center and Public Works Facility.
5. Resolution No. 2826 Declaring Surplus Property owned by the Village of Carol Stream.

6. Resolution No. 2827 Authorizing a Final Plat of Subdivision (Plat of Subdivision of Bluestone Carol Stream).
7. Resolution No. 2828 Amending the Residential Solid Waste Collection Franchise Provision regarding the Disposition of Recycling Materials.
8. Western Trails PTA Sound Amplification Permit-Fee Waiver.
9. Carol Stream School PTA Raffle License Permit-Fee/Manager's Fidelity Bond Waiver.
10. Payment of Regular and Addendum Warrant of Bills.

Trustee Gieser moved and Trustee McCarthy 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: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

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

#14357 – Bluestone Single Tenant Properties, LLC – 170-200 W. North Avenue-Final Plat of Subdivision of Bluestone Carol Stream:

The Village Board concurred with Plan Commission recommendations to create two lots, including the lot for the proposed Pilot Automobile and Commercial Vehicle Fueling Facility and a future outlot, on the properties at 170-200 W. North Avenue.

Award a Contract for the WRC Hydrant Replacement Project:

The Village Board approved awarding a contract to Scorpio Construction Corporation in the amount of \$30,150.00 for the WRC Hydrant Replacement Project.

Contract with GovTemps USA, LLC - Temporary Community Development Department Staffing:

The Village Board approved a two month contract with GovTempsUSA, LLC to allow for temporary secretarial staffing services.

Award of Contract for Networking Equipment Replacement for the Municipal Center and Public Works Facility:

The Village Board approved a contract with MNJ Technologies Direct, Inc. in the amount of \$38,383.96 for replacement of Networking Equipment.

Resolution No. 2826 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared four seized vehicles awarded to the Village as surplus for sale via the Insurance Auto Auction INC.

Resolution No. 2827 Authorizing a Final Plat of Subdivision (Plat of Subdivision of Bluestone Carol Stream):

The Village Board approved the Plat of Subdivision of Bluestone of Carol Stream, 170-200 W. North Avenue.

Resolution No. 2828 Amending the Residential Solid Waste Collection Franchise Provision regarding the Disposition of Recycling Materials:

The Village Board approved amending the Residential Solid Waste Franchise Agreement to direct all residential recycling materials be transported to the Recycle America facility for processing.

Western Trails PTA Sound Amplification Permit-Fee Waiver:

The Village Board approved the Sound Amplification Permit and waived the fee for Western Trails PTA 5K Fun Run fundraiser on September 26, 2015 at Western Trails School.

Carol Stream School PTA Raffle License Permit-Fee/Manager's Fidelity Bond Waiver:

The Village Board approved the Carol Stream School PTA Raffle License and waived the fee and Manager's Fidelity Bond for a fundraiser to be held at McDonalds on Army Trail and County Farm Road on September 22, 2015.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated September 21, 2015 in the amount \$886,254.54. The Village Board approved the payment of the Addendum Warrant of Bills from September 7, 2015 thru September 21, 2015 in the amount of \$496,917.53.

Non Consent Agenda

Presentation of WRC Annual Report:

CH2MHill presented the annual report and financial reconciliation for the recently concluded operating year.

Report of Officers:

Trustee LaRocca congratulated Linda Mehring for 20 years of service. He thanked the VFW for contribution to the DARE Program and to the Knights of Columbus for their volunteer efforts in the Village of Carol Stream.

Trustee Gieser congratulated Linda Mehring for 20 years of service and thanked the VFW for contribution to the DARE Program and to the Knights of Columbus for their volunteer efforts in the Village of Carol Stream. He reminded residents of the Shape of Carol Stream next Wednesday, September 30th. The WRC and Fire Protection District Open House are on October 3, 2015. Trustee Gieser reminded residents of the upcoming Halloween Decorating contest. The Village of Carol Stream will have a pumpkin recycling event on November 7th at the Town Center.

Trustee Schwarze congratulated Linda Mehring for 20 years of service and thanked the VFW for contribution to the DARE Program and to the Knights of Columbus for their volunteer efforts in the Village of Carol Stream. The Carol Stream Fire Protection District Open House is scheduled on October 3rd from 10am to 2pm. Please shop Carol Stream.

Trustee Hennessey stated this week is Glenbard North High School homecoming. He reminded the students to act responsibly during homecoming. He encouraged motorists to please be more aware of pedestrians at crosswalks.

Trustee Frusolone stated tonight's Board Meeting theme seems to be giving back to our community. She congratulated Linda Mehring for 20 years of service and thanked the VFW for contribution to the DARE Program and to the Knights of Columbus for their volunteer efforts in the Village of Carol Stream. On September 11th the Carol Stream Park District hosted a luncheon for Carol Stream Police and Fire first responders. Thank you to everyone who attended the Carol Stream Barks event at the Town Center. She thanked Public Works for assisting at the Carol Stream Barks event. There will be a tree and plant sale at the October 3rd WRC Open House. Plant order deadline is Saturday, September 26th.

Trustee McCarthy congratulated Linda Mehring for 20 years of service and thanked the VFW for contribution to the DARE Program and to the Knights of Columbus for their volunteer efforts in the Village of Carol Stream. He reminded motorists to stop for pedestrians in the crosswalk. Western Trails PTA is having a Fun Run 5K this Saturday at 8:30 am. Carol Stream School PTA is having a fundraiser at McDonalds on September 22nd.

Village Clerk Czarniecki stated the CERT class still has openings for participants. Please contact Officer Tom Eby for more info at teby@carolstream.org. She congratulated Linda Mehring for 20 years of service and thanked the VFW for contribution to the DARE Program and to the Knights of Columbus for their volunteer efforts in the Village of Carol Stream.

Village Attorney Rhodes stated there are 2 new laws that deal with Veterans with disabilities and property tax relief. More information on these new laws can be found on the Illinois Department of Revenue or Illinois Department of Veteran's Affairs websites.

Honoring ALDI's on Being Named Illinois Retailer of the Year

WHEREAS, ALDI Inc., the world's leading discount retail grocer was founded in 1946 by brothers Theo and Karl Albrecht when they took over their father's neighborhood grocery store in Essen Germany; and

WHEREAS, ALDI Inc. entered the North American retail grocery market in 1976 when they opened their first store in Iowa; and

WHEREAS, ALDI US is headquartered in Batavia, Illinois and over its 40 year history has grown to 1,400 stores across 32 states employing 20,000; and

WHEREAS, in 1999, ALDI opened its first Carol Stream store at 125 Stark Dr. to serve the retail grocery needs of the local market; and

WHEREAS, in 2005, ALDI opened a 2nd Carol Stream store at 330 S. Schmale Rd. expanding its presence in the growing retail market; and

WHEREAS, over its 16 years serving the retail grocery needs of the greater Carol Stream community, ALDI has been a valued member of the business community providing high quality and affordable food products as well as local employment opportunities; and

WHEREAS, the Illinois Retail Merchants Association, one the nation's largest state retail associations has chosen ALDI Inc. as their 2015 Retailer of the Year.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR, CAROL STREAM BOARD OF TRUSTEES, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS as follows;

SECTION 1: That ALDI Inc. is congratulated on its selection as the Illinois Retailer of the Year for 2015.

SECTION 2: That ALDI Inc. is wished continued business success in the competitive discount retail grocery market.

SECTION 3: This resolution shall be in full force and effect from and after its passage as provided by law.

PASSED & APPROVED THIS 5th DAY OF OCTOBER 2015

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: September 29, 2015
RE: 2015 Pavement Marking Project – Award of Contract

The Suburban Purchasing Cooperative Joint Purchasing Program bids thermoplastic pavement markings for multiple agencies annually. Superior Road Striping was the low bidder with the following unit prices:

Thermoplastic Pavement Marking – Line 4"	\$0.54/FT
Thermoplastic Pavement Marking – Line 6"	\$0.81/FT
Thermoplastic Pavement Marking – Line 12"	\$1.63/FT
Thermoplastic Pavement Marking – Line 24"	\$4.09/FT
Thermoplastic Pavement Marking – Letters and Symbols	\$4.09/SQ FT

Staff was able to negotiate with Superior Road Striping to install thermoplastic markings at the Suburban Purchasing Program bid unit prices, which are the same unit prices from last year. These unit costs are very competitive averaging approximately (15.8%) less than what the Village has paid for thermoplastic markings on previous projects. Thermoplastic markings are expected to last 3-5 years vs. approximately 1 year for the paint which were typically used to refresh faded pavement markings in past years.

We recommend that the contract for the 2015 Pavement Marking Project be awarded to Superior Road Striping of Melrose Park, IL. in the amount of \$46,645.78 for the installation of pavement markings at various locations throughout the Village where existing pavement markings have come to the end of their useful life. \$48,000.00 is budgeted for this work.

Cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

THERMOPLASTIC ROAD STRIPING

Product Information - Contract #123

Thermoplastic Lane Markings are used on paved roadways to provide guidance and information to drivers and pedestrians.

Ordering Information

Contact Superior Road Striping directly with any questions and to schedule work for your municipality.

The SPC Lane Marking Contract #123 has been extended from April 12, 2014 through April 11, 2015.

Superior Road Striping

1980 Hawthorne Avenue

Melrose Park, IL 60160

Contact: Joan Yario or Sandy DeHoyos

P:708-865-0718 F:708-865-0296

thermopros@sbcglobal.net

Pricing

<u>Item Description</u>	<u>UOM</u>	<u>Unit Price</u>
4" Line	LF	\$0.54
6" Line	LF	\$0.81
12" Line	LF	\$1.63
24" Line	LF	\$4.09
Letters & Symbols	SQ FT	\$4.09
Marking Removal	SQ FT	\$0.75

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

A price list may be downloaded at www.nwmc-cog.org

VILLAGE OF CAROL STREAM
PAVEMENT MARKINGS - THERMOPLASTIC
2015 ESTIMATED QUANTITIES

					Letter	
	4 Inch	6 Inch	12 Inch	24 Inch	Symbol	
LOCATION	L.F.	L.F.	L.F.	L.F.	SQ. FT.	Comments
Thermo Unit Price	\$ 0.54	\$ 0.81	\$ 1.63	\$ 4.09	\$ 4.09	
Spring Valley Drive/Robin Drive				52		4 Stop Bars
Lies Road (Fair Oaks to County Farm)	14510	1538	943	195	255	All, Inc. Side Street SB's and Xwalks
Lies Road (Kuhn to Gary)	16832	3535	1311	246	903	All, Inc. Side Street SB's and Xwalks
Fullerton Avenue (Gary to Schmale)	13070	1270	250	96	600	All, Inc. Side Street SB's and Xwalks
Birchbark Trail/County Farm Road	484	442		44	73	2 Legs (2SB, 2Xwalks, Lane Markings)
Merbach Drive/Army Trail Road	350	255	30	23	58	All Markings from Crosswalk to First Drive.
Quail Run Court/Gary Avenue	400	75		23	75	All from Gary BJ to Park Hill Bubble
President Street (Geneva to End)	810	305	60	25	100	All
THERMO. PAVEMENT MARKING TOTAL	46456	7420	2594	704	2064	
THERMO Cost	\$ 25,086.24	\$ 6,010.20	\$ 4,228.22	\$ 2,879.36	\$ 8,441.76	\$ 46,645.78

Village of Carol Stream

Interdepartmental Memo

TO: Village Board
VIA: Joe Breinig

FROM: Ed Sailer, Chief of Police

DATE: October 05th, 2015

RE: Local Prosecution DUI Search Warrant Review Addendum

I have learned from several officers regarding cases in which DUI defendants have refused chemical testing, and in many cases, refused to submit to field tests. Some defendants perform moderately well on the field tests, and we clearly had probable cause for the arrest, but not the strongest case for a finding of guilty beyond a reasonable doubt. In many instances, the offenders have prior DUI or Reckless Driving offenses, but are not felony eligible.

Currently, if we decide to get a search warrant to collect evidence, we must charge the defendant with a state violation, not under our ordinance, because we have to get an approval from the State's Attorney's Office for the search warrant. Obviously, this approach causes the Village to lose the case entirely to the State, thus eliminating our ability to control the conduct of the case as a locally-prosecuted DUI.

In an effort to address this problem and strengthen our prosecuting power in these cases, we spoke with State's Attorney Bob Berlin. He was asked if he had any problem or saw anything inappropriate about a local prosecutor reviewing and approving search warrant applications on our Ordinance misdemeanor DUI cases, prior to submission to a judge for approval. He indicated he had no problem with a local prosecutor reviewing and approving a search warrant for an Ordinance misdemeanor DUI. He does want any felony DUI investigation to proceed through the usual screening channels for search warrants or felony approval, or any other needs properly addressed by the State's Attorney's Office.

Chief Judge Creswell indicated she was in favor of anything we could do to strengthen our cases and get drunk drivers off of the roads. She also said she feels it is the judges' job to answer search warrant calls when on duty, and she will direct her judges to review any search warrant requests that come in pursuant to review by a local prosecutor.

I am unaware of any other local prosecutors or departments who do this. This is groundbreaking for DuPage County and Carol Stream. With our DUI and traffic enforcement policies and practices we are the best department to implement something like this.

In view of the foregoing, I would like to propose that we initiate a search warrant review protocol with our local prosecutor and our officers on appropriate first and second time offenders, and non-felony DUI arrestees where the defendant has refused chemical testing of breath, blood or urine. This will ensure both appropriate evidence collection and prosecution of defendants under local ordinance.

Our local prosecutor will review and approve all Ordinance misdemeanor DUI search warrants prior to obtaining a judges signature.

I recommend that for all search warrant reviews between the hours of 8:00p.m. and 8:00a.m. we enter into a contract with our local prosecutor. The fee will be \$75.00 per search warrant review during these times. There will be no additional charges for search warrant reviews outside of these times.

I recommend the attached addendum be approved by the Village Board and be part of our signed contract with The Law Office of Michelle L. Moore, LTD through April 30, 2018.

LEGAL SERVICES AGREEMENT ADDENDUM
(ORDINANCE DUI SEARCH WARRANT REVIEW – Expanded Services)

THIS AGREEMENT is made and entered into as of the 05th day of October, 2015, by and between THE VILLAGE OF CAROL STREAM, an Illinois municipal corporation (hereinafter referred to as “the VILLAGE”) and THE LAW OFFICE OF MICHELLE L. MOORE, LTD., an Illinois corporation (hereinafter referred to as “the ATTORNEYS”).

WHEREAS, the VILLAGE has engaged the ATTORNEYS to furnish certain professional services in connection with the prosecution of Local Ordinance & Illinois Vehicle Code violations (inclusive of Driving Under the Influence charges brought pursuant to municipal ordinance), as adopted by local ordinance (hereinafter referred to as “DUI PROSECUTIONS”); and

WHEREAS, the ATTORNEYS represent that they are in compliance with Illinois Statutes relating to professional registration of attorneys and have the necessary expertise and experience to furnish such services upon the terms and conditions as set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ATTORNEYS that the VILLAGE does hereby expand the previously-executed LEGAL SERVICES AGREEMENT with the ATTORNEYS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the following additional services relating to DUI PROSECUTIONS as described herein, subject to the following terms, conditions and stipulations, to wit:

RECITALS

The recitals set forth above are hereby incorporated by reference into this LEGAL SERVICES ADDENDUM.

I. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the CHIEF OF POLICE, ED SAILER, his successor or designee, or such other designee selected by the VILLAGE BOARD.
- B. In addition to those previously enumerated legal services set forth in the LEGAL SERVICES AGREEMENT dated May 01, 2015, ATTORNEYS agree to provide search warrant review services for the implementation of search warrants in DUI PROSECUTIONS, wherein an arrestee has refused chemical testing of breath, blood, or urine, and the arresting officer believes there is probable cause to believe that a search warrant of the arrestee’s breath, blood or urine will disclose evidence of the crime of Driving Under the Influence. All other search warrant protocols, relative to preparation and presentation to an issuing magistrate or judge, pursuant to the Rules of the Eighteenth Judicial Circuit, the Illinois Code of Criminal Procedure, and the Illinois Constitution of 1970 shall govern the procurement and execution of said warrants.

II. TERM

The terms of this Addendum regarding compensation, as set forth in Section III (A) shall be reviewable after twelve months, upon acceptance by the Village, and shall otherwise run concurrently with the previously-executed LEGAL SERVICES AGREEMENT.

III. PAYMENTS TO THE ATTORNEYS

- A. As compensation to the ATTORNEYS for the DUI SEARCH WARRANT REVIEW services to be provided pursuant to this Agreement, the VILLAGE shall pay to the ATTORNEYS a flat fee of \$75.00/search warrant review call between the hours of 8:00 p.m. and 8:00 a.m. There shall be no additional charge for DUI SEARCH WARRANT REVIEW services between the hours of 8:00a.m. and 8:00p.m.
- B. The VILLAGE shall make monthly payments to the ATTORNEYS during the term of this Agreement, upon receipt and approval of an invoice for services rendered and costs incurred.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the 5th day of October, 2015.

VILLAGE OF CAROL STREAM

LAW OFFICE OF MICHELLE L. MOORE, LTD.

Joseph Breinig, Village Manager

Michelle L. Moore - Member

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: September 30, 2015
RE: Recommendation to Award a Contract – Steve Piper & Sons – Tree Trimming Services

For the past three years Public Works has contracted out scheduled tree trimming of parkway trees. The Village is currently divided into six tree-trimming zones in order to provide a six-year trimming cycle. The area earmarked for trimming this year is Zone 2 (a map of the zone is attached). The current budget provides \$75,000.00 for the work in Zone 2.

A bid notice was published in the Examiner and bid specifications were sent directly to eleven (11) contractors. Two contractors submitted a bid with the following results:

<u>Vendor Name</u>	<u>Total Price</u>
Steve Piper & Sons	\$40,202.00
Abbott Tree Care	\$53,837.50

The low bidder, Steve Piper & Sons, submitted all of the required bid documents. This company satisfactorily performed this work for the Village of Carol Stream for the last three years.

As an added benefit for residents facing the expense of having to deal with tree trimming or removal on their own properties, the Village also asked vendors to provide prices at which they would provide services directly to homeowners in the area where parkway trees are being trimmed. Residents in Zone 2 will receive a mailer advising them that a contractor will be performing tree trimming in their area and that the contractor has committed to pricing for private work thru the end of February 2016. Residents would be free to call the contractor to make their own arrangements, but are under no obligation to utilize this contractor. The resident and contractor would enter into their own contract for private property services. The Village's only involvement is to make the contractor available to residents at pre-established rates.

Staff recommends that the Village Board approve a Motion awarding a contract to Steve Piper & Sons in the amount of \$40,202.00 for tree trimming services.

Attachments

PARKWAY TREE TRIMMING SERVICES BID FORM (4 pages)

The undersigned "Contractor" offers to provide to the Village Parkway Tree Trimming Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

Street	# of Trees	Unit Price	Total
Abbington Lane	11	20 ⁰⁵	220 ⁵⁵
Adler Lane	101	21 ⁸⁰	2201 ⁸⁰
Bedford Drive	1	19 ¹⁵	19 ¹⁵
Brandbury Circle	1	19 ¹⁵	19 ¹⁵
Brighton Drive	51	28 ⁰⁰	1428 ⁰⁰
Buckingham Court	4	28 ⁷⁵	115 ⁰⁰
Buckingham Drive	72	31 ⁷⁵	2286 ⁰⁰
Burnham Street	31	22 ¹⁵	686 ⁶⁵
Central Park Drive	15	19 ⁸⁰	297 ⁰⁰
Chetwood Drive	32	31 ⁷⁰	1014 ⁴⁰
Edington Court	4	35 ⁹⁵	143 ⁸⁰
Edington Lane	54	30 ⁸⁰	1663 ²⁰
Evergreen Drive	1	21 ⁵⁵	21 ⁵⁵
Fountain View Drive	26	19 ¹⁵	497 ⁹⁰
Goldenhill Street	47	19 ¹⁵	900 ⁰⁵
Hancock Street	35	27 ²⁵	953 ⁷⁵
Hunter Drive	1	19 ¹⁵	19 ¹⁵
Huntington Drive	80	31 ⁴⁰	2512 ⁰⁰
Idaho Street	46	22 ¹⁵	1018 ⁹⁰
Kingsbridge Drive	49	22 ¹⁰	1082 ⁹⁰
Kuhn Road	50	21 ⁸⁰	1090
Lies Road	4	19 ¹⁵	76 ⁶⁰
Magnolia Way	1	32 ⁶⁵	32 ⁶⁵
Mayfair Drive	82	34 ²⁰	2804 ⁴⁰
McCormick Street	46	26 ⁶⁵	1225 ⁹⁰

BID FORM (CONTINUED)

Street	# of Trees	Unit Price	Total
Merbach Drive	12	23 ⁰⁰	276 ⁰⁰
Newburg Court	6	23 ⁹⁵	143 ⁷⁰
Parkside Court	9	47 ⁹⁵	431 ⁵⁵
Parkside Drive	46	25 ²⁵	1161 ⁵⁰
Regency Lane	57	35 ⁴⁰	2029 ²⁰
Sandhurst Court	5	28 ⁷⁵	143 ⁷⁵
Sandhurst Lane	60	33 ⁷⁰	2022 ⁰⁰
Scott Court	5	32 ⁶⁰	163 ⁰⁰
Shaftesbury Street	18	19 ¹⁵	344 ⁷⁰
Stanford Lane	24	38 ³⁵	920 ⁴⁰
Stonewood Circle	30	20 ⁷⁵	622 ⁵⁰
Trevi Drive	15	19 ⁸⁵	297 ⁷⁵
Trinity Court	6	38 ³⁵	230 ¹⁰
Trinity Drive	77	33 ⁰⁰	2541 ⁰⁰
Warwick Court	10	30 ¹⁵	301 ⁵⁰
Warwick Drive	58	31 ²⁵	1812 ⁵⁰
Woodhill Drive	147	21 ⁹⁵	3226 ⁶⁵
Yardley Drive	45	26 ⁷⁵	1203 ⁷⁵
TOTALS	1,475		\$ 40,202 ⁰⁰

BID FORM (CONTINUED)

ADDITIONAL WORK (Tree Removal)

This work includes: tree removal, chip and remove all tree materials, grind stump, remove grindings and restore to grade

Tree Size (DBH)	Cost
Less than 5" DBH	20 ⁰⁰
5.0 inches to 10 inches DBH	18 ⁸⁵
10.1 inches to 15 inches DBH	20 ²⁵
15.1 inches to 20 inches DBH	26 ³⁵
20.1 inches to 25 inches DBH	31 ³⁵
25.1 inches to 30 inches DBH	40 ⁷⁰
Over 30 inches	45 ⁶⁵

ADDITIONAL WORK (Private Participation Program)

Item	Category	Description	Cost
1a	Private Participation Program – Tree Trimming	Cost per D.B.H.	28 ⁰⁰
1b	Private Participation Program – Tree Removal	Cost per D.B.H	35 ⁰⁰
1c	Private Participation Program – Stump Grinding *	Stump Grinding	120 ⁰⁰

* unless otherwise noted this cost shall be considered to be a flat rate

BID FORM (CONTINUED)

Certified Arborist: DAW ENGELHARDT
Name
IL 1577 A
Number

Contractor: STEVE PIPER AND SONS

Address: 31 W 320 Ramm Dr.
NAPERVILLE IL 60564

Phone: 630 898 6050 Date: 9/24/15

Signature: 

Subscribed and sworn before me on this _____ day of _____, 2015.

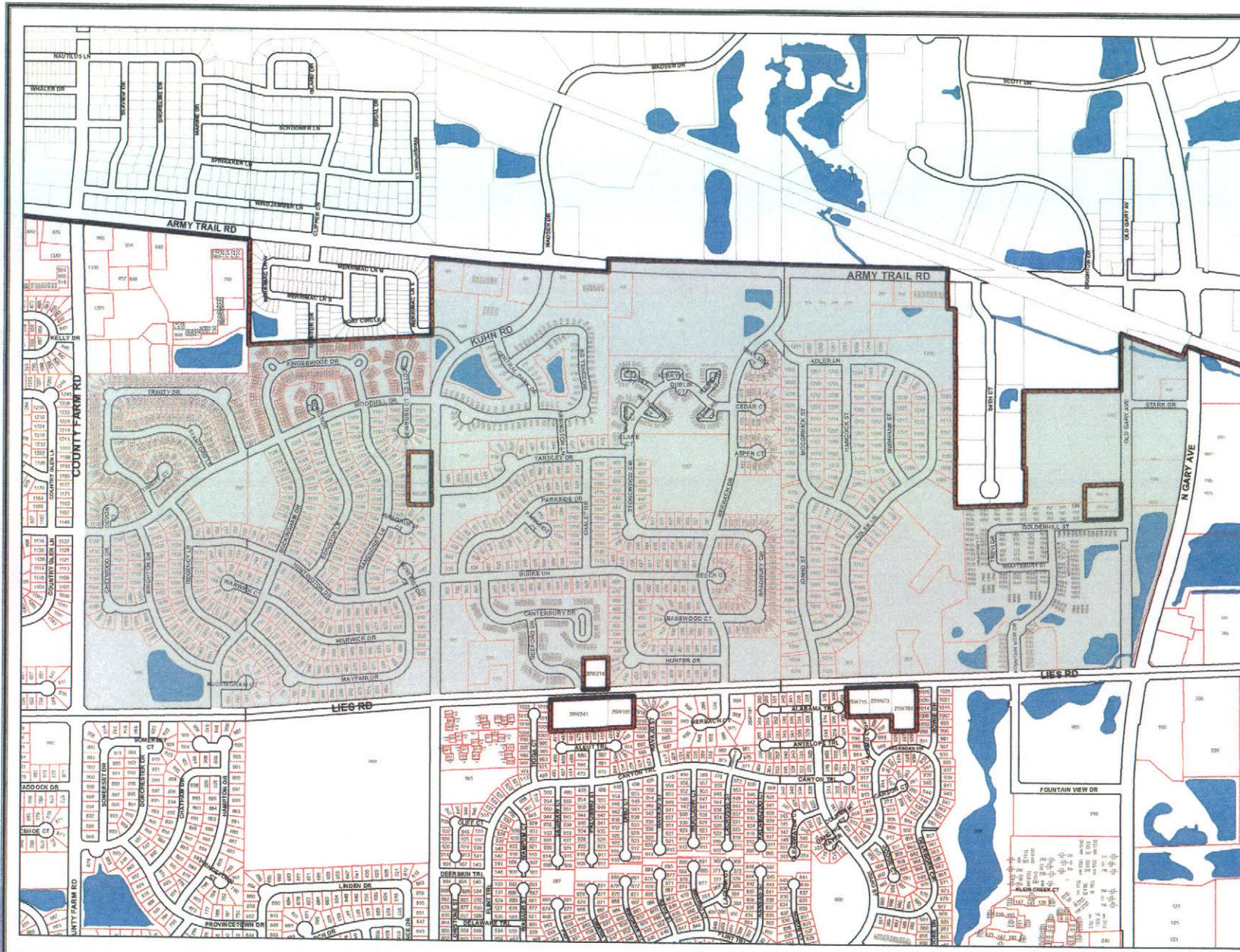
MY COMMISSION EXPIRES:

March 24, 2018

NOTARY PUBLIC



END OF BID FORM

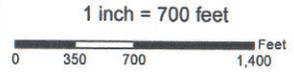


Village of Carol Stream

Work Zone 2 Map

LEGEND

- Work Zone 2
- Carol Stream Parcels
- Township Parcels
- Right of Way
- Hydrography
- Village Boundary



Prepared By:
Public Works Department,
August 28, 2014

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

Rm

FROM: Robert Mellor, Assistant Village Manager

DATE: September 18, 2015

RE: Collective Negotiating Matters – PW SEIU Union Contract

On August 20, 2015 after our third collective bargaining session with SEIU Union Local 73 representing our Public Works maintenance employees we reached tentative agreement on a new 4 year contract. The contract includes the following provisions:

- Wages = 2.5% general wage adjustment on May 1 each year
- Contract Term = May 1, 2015 – April 30, 2019
- The Union has the right to reopen the contract to discuss wages if the Village provides a wage increase to non-union employees greater than that granted to the union.
- The pay range for the WSE1 position will be made equal to the pay range for the current PWE1 position. The WSE1 and PWE1 pay range will be frozen for the first 2 years of the contract and then will increase by the amount of the general wage adjustment (2.5%) for the last 2 years of the contract subject to reopener provisions in the contract.
- The Village and Union will enter into a wage reopener and renegotiate wage increases for the remaining term of the contract if the federal or state government impairs, reduces or eliminates GCF revenues resulting in a GCF loss greater than 5% of total GCF expenditures. This language is intended to protect the Village in the event the State of Illinois or Federal government reduces municipally shared revenues.

These negotiations were complicated by changes in Union bargaining personnel, current economic conditions and State of Illinois budget uncertainties and involved a significant cooperative effort between the Village and Union employees to develop terms and conditions that are both fair and modestly beneficial to both sides in light of difficult economic times. Discussions between the Village and the Union reflect honest efforts by both sides to make compromises when necessary and tentative agreements when appropriate. The 4 year term of this agreement reflects good faith efforts by both parties to reach a cooperative contract and hopefully is further solidified by your approval of this agreement. We were fortunate to have had the backing of a very supportive and unified Village Board and enjoyed a very good working relationship with the Public Works employees at the bargaining table, the PW employees in general and SEIU bargaining agents, Terri Barnett, Carmen Dickinson and Brenda Woodall.

The Union held a ratification vote on September 3 and approved the agreement. Attached for your review is the new contract covering Public Works Union (Street, Water & Sewer and Garage) employees. Staff recommends the Village Board approve the attached contract with the Public Works Union covering the period of May 1, 2015 – April 30, 2019.

Please feel free to contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager
Caryl Rebholz, Employee Relations Director
Phil Modaff, Director of Public Works
Tia Messino, Management Analyst Public Works

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE VILLAGE OF CAROL STREAM, ILLINOIS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

Effective May 1, 2015- April 30, 2019

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ARTICLE I. PREAMBLE

This Agreement is entered into by and between the Village of Carol Stream, Illinois, an Illinois municipal corporation (hereinafter the "Village") and the Service Employees International Union, Local 73 (hereinafter the "Union"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote an orderly and harmonious relationship between the Village and the bargaining unit employees. The parties agree to work together to provide and maintain satisfactory terms and conditions covering wages, hours and other terms and conditions of employment that will be in effect during the term of this Agreement.

It is the intent and purpose of the parties to set forth herein their full and entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Village.

This Agreement has been negotiated pursuant to the requirements of the Illinois Public Labor Relations Act. Unless otherwise required by subsequent specific, lawful, provisions of this Agreement, it is agreed and understood that matters relating to pensions and other similar matters governed by a U.S. Law or Illinois State Statutes, are not subject to negotiation and are not subject to inclusion in this Agreement.

In consideration of the mutual promises, covenants and the agreements herein contained, the parties hereto, by their duly authorized representatives and or agents, do mutually covenant and agree as follows:

ARTICLE II. RECOGNITION

Section A. Bargaining Unit Representatives: For the purpose of this Agreement, the term "bargaining unit representative" (hereinafter referred to as B.U.R.) shall refer to those bargaining unit members who have been elected or otherwise duly authorized as local representatives of the collective bargaining unit.

Section B. Recognition: The employees represented by SEIU Local 73 are as follows:

1. All full time Public Works employees in the Streets and Garage Divisions in classifications of I, II and III, Mechanic and Mechanic Helper and all full time Public Works employees in the Water and Sewer Department in classifications of I, II, and III.
2. Excluding Public Works Director and Department Heads, all Public Works part time employees, short term employees, all managerial,

confidential and supervisory employees as defined by the IPELRA and all other employees of the Village of Carol Stream.

Section C. Use of Masculine Pronoun: The use of the masculine pronoun in this Agreement or any other document is understood to be for clerical convenience only. It is further understood that the masculine pronoun includes the feminine pronoun as well.

Section D. Non-Discrimination: It is recognized that in accordance with applicable law, neither the Village nor the Union shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, disability, national origin, marital status, political status, or membership or non-membership in the Union.

Any allegation involving the terms of this Article shall only be processed through appropriate state or federal agencies, including state or federal courts and not through the grievance/arbitration provisions of this contract.

ARTICLE III. MANAGEMENT RIGHTS

Section A: 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 execution of this Agreement. 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 the employees of the Village;
3. To determine the places, methods, means, number of personnel needed to carry out the Village mission;
4. To schedule and assign work;
5. To direct the working forces;
6. To assign overtime;
7. To hire and assign or to transfer employees within the Village organization;
8. To promote, suspend, discipline or discharge for just cause;

9. To lay-off or relieve employees due to lack of work, lack of funds or other lawful reasons;
10. To make, publish and enforce rules and regulations which shall be consistently applied to all bargaining unit members within the applicable division or department, and to provide the Union with advance notice of new rules or changes thereto, and an opportunity for the Union to discuss the rules with the Village prior to their implementation. In the event that any rules and regulations established by the Village conflict with an express provision of this Agreement, the provisions of this Agreement shall supersede and be given full effect.
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, after advance notice to, and an opportunity for discussion with, the Union.
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 of the Board of Trustees or the Village Manager. It is the sole discretion of the Mayor of the Board of Trustees or Village Manager to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes; and
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 adopted thereto.

Section B. Subcontracting Procedures

1. It is the general policy of the Village to utilize bargaining unit employees to perform the scope of their regular duties. In the event that the Village considers permanently subcontracting out bargaining unit work, which results in the elimination of bargaining unit positions, or in an elimination or reduction of the regular hours of work of bargaining unit members, the Village agrees to notify the Union, in writing, as far in advance as possible prior to the effective date of any final decision regarding such change, provided that where the decision is based on economic reasons, such notice shall not be less than 30 days.
2. In cases where the Village's decision to subcontract bargaining unit work turns on labor costs, upon receipt of the written notice described above, the Union may request to meet with the Village within one week to provide the Village with viable alternatives to subcontracting for its consideration, and/or to bargain for the rights of any employees who may be affected if subcontracting cannot be avoided, provided that the implementation of such decision shall not be delayed by such discussions.

Section C. Labor Management Conferences

1. The Union and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between responsible Union and Administrative Village representatives. Accordingly, the parties agree that such meetings will be held to discuss matters of mutual concern when mutually agreed upon and at such times as are mutually agreed upon. Union employee representatives on duty may attend such meetings without loss of pay or benefits upon prior approval from their supervisor.
2. It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure, except that such meetings may be used to avoid potential conflicts, which could result in a grievance being filed. Negotiations for the purpose of altering any or all of the terms of this Agreement shall not be carried on at such meetings.

ARTICLE IV. INITIAL PROBATION PERIOD

Newly hired employees shall serve an initial probation period of up to twelve (12) months from the date of hire during which time such employees may be disciplined or separated from employment without regard to any protections of this Agreement or Village policies, nor may such action be subject of any grievance under this contract. The Village will provide the Union with written notice within thirty (30) days of a new hire.

ARTICLE V. HOURS OF WORK/PREMIUM RATES

Section A. Purpose of Article: This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work week for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions after two (2) weeks' advance notice to, and an opportunity for discussion with, the Union.

Section B. Schedule Changes: Should it be necessary, the Village shall retain the right in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal work day, or work shift or the normal work week.

Except in cases of emergencies, the Village shall give two (2) weeks written notice of such change to the affected bargaining unit employees and the Union prior to the effective date of

such change.

Section C. Normal Work Week: The normal work week is Monday through Friday. The normal work day consists of eight (8) hours of work (starting at 7:00 a.m. and ending at 3:30p.m.) within a twenty-four (24) hour period beginning midnight of the day the shift begins, which eight (8) hour period is exclusive of a thirty (30) minute unpaid meal period (provided an emergency situation doesn't exist which automatically precludes it). Break time shall be pursuant to the Turner memo of 4/7/92. In the event that the Village establishes a regular work schedule which departs from the normal work week/day, qualified employees shall be permitted to volunteer, in order of seniority, for the irregularly scheduled position. If no qualified employee volunteers for such position, it shall be filled by the least senior qualified employee.

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered as working on the calendar day on which they started to work. All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day.

Section D. Overtime: All work performed in excess of a forty (40) hour work week, or an eight (8) hour work day, shall be considered overtime. The 40-hour work week shall include approved paid leaves, such as but not limited to, sick time, holidays and vacation. The following overtime shall be paid at a rate of time and one half (1-1/2) his/her regular hourly rate of pay for each overtime hour worked.

1. Normal Overtime: Normal overtime is defined as scheduled overtime by the Village for the good of Village operations. It may be requested in advance by the supervisor in order to continue operations. Such overtime must be approved by the supervisor in writing prior to being worked. All normal overtime will be scheduled in one-quarter (1/4) hour increments.

2. Emergency Overtime: Emergency overtime arises due to the immediate necessity of the task being performed, such as an incident which requires an employee to be on duty past his/her regular shift, etc. Emergency overtime is required due to the job requirements. Such overtime must be approved as soon as possible by the supervisor or his designee. Emergency overtime may also include compensation for call-back duty. Call-back emergency overtime will be paid for a minimum of two (2) work hours

without regard to any lesser period of time actually worked. Call back emergency overtime which occurs on a Sunday or a holiday shall be compensated at two (2) times the employee's regular rate. Work time compensated shall begin at the time the employee reaches the place of employment and shall terminate when the employee is released from his/her duties. Other emergency overtime compensation will be paid in one-quarter (1/4) hour work increments.

Section E. Overtime Assignments: Overtime opportunities which are for call back emergencies or are scheduled in advance shall be offered to qualified bargaining unit members on the basis of rotational seniority. If no employee accepts a scheduled overtime offer on a volunteer basis, the overtime opportunity shall be assigned to the least senior qualified employee. Overtime at the Town Center shall be offered in accordance with the Letter of Understanding from Robert Mellor to Cathy Nicosia Berni dated March 23, 2006.

Section F. Failure to Report: Failure to report for overtime work when directed by a responsible supervisor acting within established policy is grounds for disciplinary action.

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

Section H. No Guarantee of Hours: This Article is intended to define the normal time of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section I. Snow/Ice Removal: It is understood and agreed that the Village retains the right to direct and assign any or all bargaining unit employees to perform snow plowing work.

ARTICLE VI LAYOFFS

Section A. Layoffs: The Village in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. All part-time, short term, temporary or subcontracted employees performing duties which are also performed by the remaining bargaining unit members in the affected classifications;

2. In the event of further reductions in force, probationary employees shall be the next to be laid off, and thereafter classification or seniority will be the general determinant; exceptions are cases of proven Village needs and/or an employee's ability to perform remaining available work without further training. The employer will not act arbitrarily or capriciously in situations where seniority is not followed.

Section B. Recall Rights: Employees who are laid off shall be placed on 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.

Section C. Response to Recall: 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 Finance Department of his intention to return within five (5) 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 latest mailing address.

ARTICLE VII. HOLIDAY AND PERSONAL LEAVE

Section A. Holidays Enumerated: The legal holidays for the Village employees shall be:

New Year's Day	Thanksgiving Day
George Washington's Birthday (as observed)	The day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

In addition to the above listed holidays, bargaining unit members will be granted any additional holidays which are granted to the majority of other Village employees during the term of the contract. Holiday compensation will be paid at an 8 hour straight time rate to all regular full time employees.

Section B. Payment for Holidays: In some cases, due to departmental requirements, employees may be asked to work on these holidays. In those cases, (other than emergency call backs referred to in Article V. Section D.2 above) the

employee will be compensated at one and one-half (1-1/2) times his regular pay for any actual time spent working.

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.

If a holiday falls during vacation leave the employee need not charge that day to vacation leave. If the holiday falls on an employee's extended leave that day shall be paid as a holiday.

Before an employee shall be entitled to holiday pay, the employee must work the day preceding and following the holiday unless said absence is authorized for a scheduled vacation, verified illness, bereavement leave or other verified leave, including a regularly scheduled day off.

Section C. Personal Leave: Paid personal leave is allowed after four (4) months of employment. It is acquired at the rate of three (3) workdays (24 hours) per calendar year for full time employees. Newly hired employees shall not be eligible for a personal day until the period which falls four months after their date of employment.

Personal leave not used in the employee's current year 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 Supervisor or Department Head is required. Written requests or use of a departmental leave form may be required if implemented by the Department Head.

Personal leave may only be taken as approved by the Department Head and where possible shall be scheduled sufficiently far in advance so that no disruption in Village services takes place.

Section D. Sick Leave Incentive: As an incentive for employees, encouraging minimal use of sick leave, \$250 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.

ARTICLE VIII. VACATIONS

Section A. Vacation Accrual Schedule: Vacation for full-time employees begins to accrue after successfully completing the twelve-month initial employment period as follows:

1st year through 4th year	10 days per year (5/6 of a work day per month)
5th year of employment	15 working days per year (1-1/4 work days per month).
13th year of employment	20 working days per year (1-2/3 work days per month).

Employees hired prior to January 30, 2013 shall also be eligible to accrue a fifth week of vacation beginning in their 20th year of employment, at the rate of 2.083 work days per month.

Section B. Vacation Time Usage and 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 department. Unless otherwise specifically approved by the department head, vacation time shall be taken in at least one five day increment per year. If during the initial employment period, an employee has special circumstances, upon request of the department head, to the Village Manager leave without pay may be granted on a limited basis. The employee may not carry over more than two (2) vacation days from year to year up to a maximum of twenty (20) working days. Those employees having an excess amount accrued shall take the necessary vacation time to return the accumulated total to the maximum. Unless this is done by the anniversary date for employees, the excess days shall be forfeited.

Notice shall be given by the Finance Department to any employee in this situation.

Vacation time shall not be accrued during an employee's extended illness or during a leave of absence exceeding 30 days.

Section C. Vacation Accrual During Leaves of Absence Without Pay: Vacation time credit shall not be accumulated during any leave of absence without pay including extended illnesses or special leave.

Section D. Vacation Benefits Upon Termination of Employment: When an employee's service with the Village is to end, the Village shall be given at least ten (10) working days' notice whatever circumstance. 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.

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

Section F. Vacation Scheduling: The department head shall establish a vacation schedule 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. In the event that two or more employees submit vacation requests on the same day, seniority shall determine the order of vacation selection to avoid conflicts.

Section G. Emergency Recall: In case of an emergency, the Department Head or Village Manager 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. The Village agrees to not be arbitrary or capricious in its decision to exercise this right.

ARTICLE IX. BEREAVEMENT AND JURY DUTY LEAVE

Section A: Bereavement Leave: The department head may authorize an employee to be absent with compensation for a period of up to five (5) working days due to the death of a member of the employee's immediate family. The immediate family shall be construed to mean one of the following: Husband, wife, daughter, son, mother, father, stepfather, stepmother, sister, brother, next of kin, the spouses of any of these, any "in-law" relationship of the above including relationships arising from adoption. An employee shall be granted one (1) day with pay for death of "other close family members." "Other close family members" shall include the employee's grandparents, grandchildren, uncles, aunts. Time off for attending funerals of a non-family member shall be charged to vacation leave. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Bereavement leave shall be taken within thirty (30) calendar days from date of death. In the event that an employee requires additional time for funeral related purposes such as out of state travel, wrapping up a decedent's estate or the like, the employee may request and, upon a showing of need for such extended leave, may be granted such additional time, not to exceed five (5) additional working days, which shall be charged to the employees vacation or other accrued benefit time.

Section B. Jury Duty Leave: Employees who are summoned to serve as a juror in a court of law shall be permitted time off, with pay, to comply with such summons. Prior to serving as a juror, the employee shall present the summons to his/her supervisor. Employees who receive payment for juror service shall be required to sign over such compensation to the Village upon receipt. No employee may be compensated more than their regular pay for time spent on jury duty.

ARTICLE X. SICK LEAVE

Section A. Sick Leave Accrual: For employees hired prior to January 30, 2013, sick leave shall accumulate effective from the first day of employment at the rate of one (1) day for each month worked. Employees hired on or after January 30, 2013 shall accumulate sick leave from the first day of employment at the rate of ½ day for each month worked.

Section B. Sick Leave Accumulation: During the term of this Agreement, sick leave with pay may be accumulated up to a total of one hundred twenty (120) work days. As a retirement bonus, one-half of accumulated sick leave over the one hundred twenty (120) day limit shall be awarded to the retiring employee in the form of vacation pay. The employee shall receive said amount in the form of either pay or vacation with pay, whichever the employee shall elect. The Village shall keep complete records of the total amount of sick leave accrued and used by the employee.

Section C. Sick Leave Usage: 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.
2. If approved by the management, an employee's medical or dental appointment which cannot be scheduled outside of working hours.
3. Absence required by serious illness or disability of a member of the employee's family. The family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, nearest blood relative or any family member who is a permanent resident of the employee's household including any relationship arising through adoption provided that the time off is taken in caring for this individual. Such use of sick leave will be allowed for up to a maximum of fifteen (15) days if the employee's presence is required because another, unpaid, person is unavailable. It is understood that the employee bears the burden of providing justification for his/her absence. Approval for such absences shall not be arbitrarily or capriciously withheld.
4. Employees may use sick leave in increments of less than one (1) day as currently permitted in the Village's Personnel Policy Manual.

Section D. Sick Leave Procedures:

1. **Notice:** Notice of absence due to sickness or injury shall be given by the employee to the supervisor in advance of the starting time for the scheduled work period.
2. **Family and Medical Leave:** The ¹¹Village agrees to abide by the provisions of

the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 as provided in the Act and applicable rules and regulations issued there under.

3. Medical Certification: In the event sick leave is taken for more than two (2) consecutive days, the employee may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the employee's expense. 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 capabilities. Said doctor's certificate shall be required for all absences for 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 at the employee's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period, when abuse is suspected; or where necessary to verify Family and Medical Leave Act eligibility.
4. It is understood the Village is required to comply with the Federal Family Medical Leave Act, 29 U.S.C. '2601, et seq.; disputes concerning application of the Family Medical Leave Act shall be exclusive of the grievance arbitration mechanism of this contract and limited to those Family Medical Leave Act procedures available.

Section E. Special Duty Assignments: If an employee is temporarily disabled due to illness, injury or other physically limiting conditions, the Village Manager may authorize a special duty assignment that is recommended by the Department Head, provided such special duty assignments meet these criteria:

1. The services are temporary and have a fixed starting and ending date.
2. Full-time assignments will only be given to full time employees.
3. The services to be performed are within the scope of the employee's restrictions as outlined by a physician and related to regular duties.
4. 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, assignments will be discretionary by the Village Executive Staff. Bona fide requests for special duty assignments shall not be unreasonably denied.

ARTICLE XI. UNIFORMS

Section A. Uniforms Provided: When the Village provides employees with uniform items, the Village reserves the right to determine the style, color, make and model of the uniform items. Should the Village change the style, color, make or model of the uniform items, then the Village shall provide these new uniform items to the current employees.

Section B. Uniform Appearance Standards: All employees who are provided with uniforms are required to wear these uniforms and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the Village.

Section C. Uniform Replacement: The Village shall replace all uniform items damaged in the line of duty or rendered unserviceable by normal wear and tear.

Section D. Uniform Maintenance: All employees shall be required to maintain in a neat and serviceable condition all uniform items. Employees may be required to replace any uniform item at the employee's own expense if the item is damaged or lost as a result of his/her failing to properly use, care for or keep up such property.

Section E. Return of Uniforms: All employees shall be required to return all Village purchased uniform items at the time of termination of the employee from employment with the Village.

Section F. Personal Appearance Standards: 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.

ARTICLE XII. GROUP INSURANCES

Section A. Life Insurance:

1. During the term of this Agreement, the Village of Carol Stream shall provide to each full time regular employee a group term life insurance policy in an amount equal to the annual salary of the bargaining unit member with accidental death and dismemberment coverage.
2. The Village reserves the right to provide this life insurance through a singly or jointly self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village.

3. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the cost of the insurance program provided there under, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the Village nor the union shall themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependents or beneficiaries.
4. Failure of the insurance company to pay a claim is not subject to challenge under the grievance procedure, but rather is to be considered a private contractual dispute between the insurance company and the employee.

Section B. Health Insurance:

1. The Village maintains certain group medical, major medical, hospital, and dental insurance programs for full-time, non-temporary employees of the Village including bargaining unit employees who are scheduled for more than thirty (30) hours per week. Bargaining unit employees will be offered insurance programs and benefits under the same terms as Village non-union employees. Notwithstanding any other provision of this agreement, the Village reserves the right to institute the same insurance plan changes for bargaining unit employees as it institutes for non-represented full-time Village employees on or after the fiscal year starting May 1, 2014.

It is not compulsory for an employee to join the program however, if an employee wishes to participate, employees shall contribute according to the following schedule:

2. Bargaining Unit Employees hired after May 1, 1993 contribute 20% of all group major medical and hospital insurance premiums or, the amount charged bargaining unit employees under Section 3 below whether for dependent or individual coverage or both, if such amount is greater.
3. Bargaining Unit Employees with less than 2 years in the health plan before May 1, 1993 contribute 20% of all group, major medical and hospital insurance premiums until they complete 2 years in the plan. After May 1, 1994 the amount and timing of their contribution for dependent coverage shall be the same as required of non-union Village Employees for dependent coverage.
4. The contribution amount and timing for all other employees shall be the same as required of non-union Village employees.

Further detailed information is contained in the plan booklets, which are

given to each employee. Necessary forms for filing claims can be obtained from the Finance Department.

5. Employees who retire from the Village shall be eligible to continue the medical and life insurance benefits provided that the program of the Village so permits. Two (2) representatives from the bargaining unit may participate in the joint study committee of the Village and the SEIU, created for the purpose of researching the various means and methods by which the cost of health insurance for retirees and their dependents can be reduced.
6. The benefits provided for herein shall be provided through a singly or jointly self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Village. "Insurance companies" include regular line insurance companies and non-profit organizations providing hospital, surgical, medical, or dental benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Village and the insurance company.
7. In the event any employee or dependent is entitled to benefits under any employee insurance plan or the Village's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other group plan shall not exceed the necessary, reasonable, and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other group plan contains a provision for non-duplication of benefits, the group or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the group plan or program insuring the parent with the earlier birth month in the year will be considered primary, unless otherwise required by law.
8. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Village or to the Union, nor shall such failure be considered a breach by the Village or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Village, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits there under.
9. A difference between an employee (or his beneficiary) and the insurance

carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement.

Section C. Health Insurance Opt-Out Program:

- a. Eligible employees can receive \$80.00 of bi-weekly compensation in exchange for dropping or declining Village Health Plan coverage. Village dental plan and life insurance does not need to be forfeited to participate. The opt out benefit is available through one of the following options:
 1. A bi-weekly paycheck distribution subject to all applicable payroll taxes.
 2. A contribution to your ICMA account not subject to taxation as applicable by law.
- b. The opt out benefit is the same for all eligible employees regardless of current Village Health Plan Participation status, and regardless of whether an employee carries single or family coverage.

Eligibility Requirements:

- a. An eligible employee must be an active full time employee working forty (40) hours per week.
- b. All eligible opt out participants will be required to sign and submit the opt-out plan participants agreement along with documented evidence from the administrator of their outside group health plan demonstrating that they have health insurance coverage outside of the Village.
- c. An employee participating and receiving compensation from the opt-out plan cannot also be a covered dependent on the Village Health Plan.

Section D. PPO Waiver Program:

The Village will make a one-time lump-sum payment in the gross amount of \$2500.00, less applicable deductions, to any employee eligible for PPO insurance who signs a waiver and release permanently foregoing the PPO option on or before May 30, 2013. Said payment shall be tendered no later than August 1, 2013 and will not be added to base pay.

ARTICLE XIII. TRAINING REIMBURSEMENT

Employees who resign from employment with the Village shall be required to repay the Village for all costs related to training as follows:

1. 0 thru 2 years = one hundred percent (100%) for all voluntary training.
2. 2 years, 1 day thru 3 years = one hundred percent (100%) for all voluntary training minus one-twelfth (1/12th) the cost thereof for each calendar month of service after two (2) years.
3. Provided, however, employees who resign within twelve (12) months of completion of any voluntary training shall be required to repay one hundred percent (100%) of costs incurred by the Village for such training irrespective of length of service. The definition of costs herein are exclusive of salaries and money reimbursed to the Village by any outside non-Village source.

ARTICLE XIV. EDUCATIONAL PLAN

The Village of Carol Stream Educational Plan is available to employees when funding is available. The Village will pay for occupation related courses and State of Illinois certification tests which are a benefit to the employee and the Village, provided that funds for these activities have been budgeted for the current fiscal year. Courses 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. The request shall be made by the employee on the Educational Plan form and given to the Department Head. If the Department Head recommends reimbursement for the particular course the Employee Relations Director and Village Manager must also approve it. The employee shall be reimbursed 100% for tuition and direct fees required for the approved course or test. This reimbursement will be paid to the employee after the approved course is completed, with a minimum final grade of "C" or its equivalent. Text books 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 the books available for other employees.

Employees shall be limited to five courses in a 12 month period with no more than two courses to be taken in the fall and winter term and one course during the summer. If the

employee leaves the employment of the Village within one year of taking a reimbursed course, the employee shall repay the Village for the cost of the course. If the employee leaves the employment of the Village within three years of receiving reimbursement for CDL renewals, the employee shall repay the Village on a pro-rated basis for the CDL reimbursement received.

ARTICLE XV. WAGES

Section A. Wages: The following wage schedule shall be in effect during the term of the contract:

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1. General Wage Adjustments: Bargaining unit members shall receive

increases to their existing wage rates as follows:

- a. Effective May 1, 2015, 2.5% across the board increase for all members.
- b. Effective May 1, 2016, 2.5% across the board increase for all members.
- c. Effective May 1, 2017, 2.5% across the board increase for all members.
- d. Effective May 1, 2018, 2.5% across the board increase for all members.

2. Pay Ranges: Pay ranges for bargaining unit positions as set forth in Appendix A, attached hereto.

In consideration of the Union's agreement to Article XXIV, Loss of Revenue, if at any time during the term of this Labor Agreement, full-time, non-union employees of the Village of Carol Stream receive a greater general wage adjustment than is provided above for the same year, then the Union may re-open this Agreement for the purpose of bargaining Article XV, sections A1 and A2. Such request to re-open by the union shall be provided in writing within 30 days of the effective date of the general wage adjustment for non-union employees.

Section B. Performance Pay: In addition to the pay adjustments in Section A, all employees shall be eligible for a performance pay increase on his/her employment anniversary date based upon the criteria established in the following sections.

Section C. Annual Evaluations: In order to insure the highest and best service to the Village residents and for the career system of advancement to operate in the Village of Carol Stream, an effective program of employee work performance evaluations shall be established. The objectives of the performance evaluation are:

1. To encourage the development of employee performance and to maintain that performance at the highest possible standards.
2. To recognize various levels of performance and reward employees for that performance through the employee pay and benefit plan.
3. To assist supervisors in the important role which they play in personnel and administration in the Village organization.
4. To identify the strengths and weaknesses of the individual employee and to establish the positive means for maintaining the strengths and correcting the weakness.

5. To provide a two way communication link between the supervisor and employee so that positive feedback can be applied to daily activities.
6. To provide a monitoring tool for the supervisor to measure performance with a fair and effective time frame.

Performance is determined through a formal evaluation process which considers the employee's abilities, training, and service record compared to the levels and guidelines established for the position. The work performance of every employee shall be evaluated at least once every twelve (12) months from the first day of employment. For the eligible employee, a salary adjustment, based upon performance, shall be considered only once annually on the anniversary date of employment or promotion.

Section D. Incentive Compensation Plan: Employees shall be eligible for performance based increases in accordance with the Village wide performance incentive compensation plan then in effect for other Village employees. A copy of the performance based increase structure is attached hereto as Appendix B.

The point totals from the evaluation shall be the determinant for performance increases. The point totals determinant of the amount of wage increase shall be provided to the employees prior to the commencement of the evaluation period. Any time a new, amended or modified evaluation form is to be used by the Village, such form, as well as the point totals determinant of the amount of the wage increases, shall be available to employees at least thirty (30) days prior to its effective date. Any time a change in categories or the relationship between the categories is to be made by the Village, such change shall be made known to the employees thirty (30) days prior to its effective date. Performance-based increases are restricted to the amounts which do not adjust the employee's salary over the position salary maximum.

Section E. Substandard Evaluations: 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. 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.

Section F. Temporary Assignments Out of Classification: If a vacancy occurs in a Bargaining Unit position due to extended absence, a qualified employee may be appointed or assigned to assume the duties of the vacant position on the recommendation of the Director or his/her designee and approval by the Village Manager. Employees who are so appointed to acting status for a period of a week or more shall receive a pay adjustment 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. 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.

If the employee's anniversary date falls during the acting period, the evaluation and any pay increase (including retroactive pay) will be delayed until after the acting period, when the employee returns to his regular position. 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 an approximate 5% difference between the employee's original (regular) base pay and the acting pay.

Section G. Job Descriptions: The Village agrees to provide the Union with copies of job descriptions for all bargaining unit classifications prior to execution of this Agreement. In the event that the Village makes any change to a bargaining unit job description, the Village agrees to provide the Union with a copy of such amended job description no less than ten (10) business days prior to the effective date of its implementation. If such amendments to the job description constitute substantive changes, the Union may make its timely request, and the Village agrees, to meet at a mutually agreeable date and time to bargain over the effects of such changes. If the Union makes a timely request to bargain over the effects of changes to job descriptions, the Village agrees that such changes will not be implemented prior to the meeting with the Union.

ARTICLE XVI. PROMOTIONS

Section A. Promotions to Bargaining Unit Employee I: If the Village seeks to fill a vacancy in a Bargaining unit employee I position which presents a promotional opportunity for bargaining unit members, the Village agrees to select for promotion the most senior applicant who is fully qualified for the job. Notwithstanding the foregoing, the Village retains the right to establish qualifications for such position based upon reasonable standards commensurate with the duties required for the position and shall post such qualifications. In addition, the Village's review of the applicant's qualifications may include, but shall not be limited to the applicant's relevant experience and training, including demonstrated ability to deal with the requirements of the position, and the applicant's past work record and annual evaluations, including attendance and discipline. The Village's decision to promote as detailed above shall not be grievable except for review of whether the decision was arbitrary or capricious.

Section B. Automatic Promotions to Bargaining Unit Employee II: A progressive system is available to reclassify an entry level employee (a Bargaining unit employee III) to the mid-level position (a II) by meeting the following criteria:

1. The employee has worked in the entry level position a minimum of five (5) years with a base pay rate equal or greater than the minimum of the II pay range. The current year's performance rating and resulting increase will be taken into account.
2. The employee's performance reviews must be Above Standards or better for the last four (4) consecutive years, including any in process (current year's review).

3. The employee must meet job knowledge requirements with appropriate skill level as outlined on the Department Checklist. This checklist is established within the Department as a joint cooperative effort with supervisory staff and employees and is officially maintained by the Director. The list shall be made available to all appropriate employees through an initial posting and distribution. Changes to the initial list will also be posted by the Director.

Once all of the above conditions have been met, the entry level employee may request reclassification as part of his or her performance review, by a written request to the Director. After the Supervisor and Director have verified that all the above criteria have been met, the request may be submitted along with the Above Standard (minimum performance level) review to officially change the job classification designation for the upcoming performance year. Upon final approval of the Village Manager, the employee will be considered as reclassified, therefore will be eligible to progress into the pay range for the II classification level. The process is not associated with any additional pay increase beyond the availability of the movement into the II pay range.

ARTICLE XVII. NO STRIKE

Section A. No Strike Commitment: During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and the statutory function or obligations of the Village. Each employee who holds the position of Bargaining Unit Representative (B.U.R.) occupies a position of special trust and responsibility in maintaining compliance with this Section. In the event of a violation of this Section, the Union and its representatives agree to inform its members of their obligations under this Agreement and direct them to return to work.

Section B. Union Obligation: The Union agrees to notify all officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section A of this Article to return to work.

Section C. Penalties for Violations: The Village may discharge, discipline and deduct pay or withhold other benefits of any employee who violates Section A and any employee who fails to carry out his responsibilities under Section B, and resort to the Grievance Procedure or any other available procedures shall be limited solely to the issue of whether the employee(s) violated Section A of this Article. The appropriate penalty is left to the Village.

Section D. Village Rights: The Union agrees that the Village has the right to deal with any such work interruption activity by imposing discipline, including discharge or

suspension without pay on any, some or all of the employees participating therein, and/or any, some, or all of the leaders of the Union who so participate, as the Village may choose.

Section E. No Lockout: During the term of this Agreement, neither the Village nor its agents shall authorize, institute, aid or promote, as a resolution to a labor dispute, any lockout of employees covered by this Agreement.

Section F. Judicial Remedies: Nothing contained herein shall preclude either party from obtaining judicial restraint, damages and cost from any source resulting from violations of this Article.

ARTICLE XVIII. GRIEVANCES

Section A. Definition: A grievance is any dispute or difference of opinion between the Village and the Union or an employee with respect to the meaning, interpretation, or application of the provisions of this Agreement, except for those management rights not modified or limited by the terms of this Agreement.

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

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

Section B. 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 who has a grievance may file a written appeal. The appeal 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 appeal is directed to the immediate supervisor.

The initial appeal shall include sufficient documentation about the reasons for the grievance.

The appeal shall include the specific section of the Agreement which the employee believes to be violated.

The supervisor shall be responsible for:

Making inquiry into the ²²facts and circumstances of the appeal.

For providing the employee with a written decision within seven (7) working days after receipt of the appeal.

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

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

If the appeal involves suspension, demotion or dismissal, the procedure may start at Step 2. In cases where a dismissal, suspension, or demotion was determined by the Village Manager, the appeal 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 or if a response is not received within seven (7) days, the employee may present the appeal 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 appeal.

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

Step 3 - Appeal to the Village Manager or Designee

If the employee is not satisfied with the Department Head's response or if the response is not received within seven (7) working days, the employee shall have the right to appeal 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.

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

Under rare 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.

Step 4 - Arbitration

After a grievant has exhausted the steps established above for the settlement of grievances, and the grievance remains unsettled, the Union may pursue arbitration.

Within seven (7) calendar days of receipt of the Village Manager's decision, the Union must file a notice of arbitration with the Village Manager's Office. Such notice shall contain a full summary of the grievance, responses made, and grievances not responded to. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of arbitration. In the event the parties are unable to agree upon an arbitrator within such five day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) qualified arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators. The Village and the Union each have the right to reject one (1) panel of five (5) names in its entirety, and request that a new panel of five (5) names be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The parties shall alternately strike one name from the list, with the order of striking determined by a coin toss. The person remaining shall be the arbitrator.

The arbitrator shall be notified of his selection and shall be requested to set a time for the hearing subject to the availability of Union and Village representatives. The Village shall select the location for the hearing which shall be

within the Village limits. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union shall retain the right to employ legal counsel.

Immediately at the close of the arbitration hearing, if the arbitrator has a proposed appropriate solution, he must offer it to the parties. If either party is unwilling to agree, the arbitrator shall submit a written opinion and award within thirty (30) calendar days following the close of the hearing or the submissions of briefs by the parties, whichever is later.

The award of the arbitrator shall be binding. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by the parties. All other costs shall be paid by the party which incurs such costs.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall be without authority to make a decision contrary to or inconsistent with, or modify, or varying in any way, the application of laws and rules and regulations having the force and effect of law. Improperly filed or processed grievances shall be denied by the arbitrator as procedurally defective. Failure of the Union or the grievant to comply with time limits set forth above will serve to declare the grievance settled and no further action may be taken. Failure of the Village to respond within the time limits

shall constitute a denial of the grievance and the grievant may proceed to the next step.

ARTICLE XIX. ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the full and complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the duration of this Agreement, voluntarily and unqualifiedly waives the right and agrees the Village shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, provided such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Except as provided by the provisions of this Agreement, the Village retains and may exercise all powers granted to it by law.

ARTICLE XX. SAVINGS CLAUSE

Section A. Unlawful Provisions: If any provision of this Agreement is subsequently declared by competent authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America, and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

In the event that any provision of this Agreement is declared invalid and the effect of such declaration of invalidity shall be to unduly prejudice any party to this Agreement the said party may require good faith negotiations to commence to deal with the effect of the declaration of invalidity.

Section B. Priority of Agreement: Pursuant to relevant provisions of the Illinois Public Labor Relations Act, the terms of this Collective Bargaining Agreement shall supersede any contrary or inconsistent statutes, charters, ordinances, rules or regulations relating to wages, hours and conditions of employment and employment relations.

Section C. ADA Compliance: Nothing in this Agreement shall prohibit the Village from taking steps to comply with the requirements of the Americans with Disabilities Act.

ARTICLE XXI. UNION ACTIVITY

Section A. Union Representatives: The Union will advise the Village, in writing, of the names of Union Representatives and shall notify the Village if and/or when there are changes in the Union Representative structure. It is agreed that it is the responsibility of

the Union Representatives to represent bargaining unit members in the workplace in matters of discipline and/or grievance handling on a formal or informal basis. The Union and the Village agree that Union Representatives must notify their supervisor when they intend to leave their work areas to represent bargaining unit members. The Union Representatives will make every effort to schedule preparation for meetings or hearings before and/or after their work shift and/or during non-work time, whenever it is practical or possible to do so.

Section B. Conference Attendance: The Village agrees to grant, Department operations permitting, requests by Union representatives to attend seminars, conferences and forums that are of mutual benefit to the Village and the Union. Such authorized absences, when granted, shall not exceed five (5) work days for each Union representative per contract year. The Union representative may use accrued vacation or personal leave to remain in paid status, or take the leave without pay, at the employee's election. Employees' requests under this section shall not be unreasonably denied.

Section C. Union Access: Union representatives may be granted access to the premises of the Village in order to perform their duties as collective bargaining representatives. All reasonable efforts shall be made by the Union to conduct such visits during non-working times (before or after work, during lunch or other breaks). Union visitations shall be short in duration and shall avoid disruption of Village operations. The Business Agent or Representative shall provide reasonable advance notice to the Department Head and/or Supervisor of any desired visitation. The Village reserves the right to require the visitation to be rescheduled if necessary to avoid disruption of Village operations.

Section D. Negotiations Scheduling: The parties agree to try to schedule negotiations meetings during hours when employees who are members of the Union's bargaining team are not scheduled on duty. In the event that such meetings cannot be so scheduled, two (2) employees from the Union's bargaining team shall be released from duty with pay for up to three (3) hours for purposes of negotiating meetings with the Village. One (1) employee who is a representative of the Union for purposes of administering the agreement shall be released from duty with pay, when necessary, for purposes of processing grievances with the Village, provided that prior supervisory approval is obtained and that such release shall not interfere with the functioning of the Department operations.

Section E. Bulletin Boards: The Village shall provide the Union with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Union may post its notices, subject to Departmental approval. If there is any objectionable material on the board, the Department will remove it and provide the Union with an explanation.

ARTICLE XXII. DUES DEDUCTION AND FAIR SHARE

Section A. Dues Deduction: The Village agrees to deduct, once each month, dues in the amount certified to be current by the secretary-treasurer of the Union from the pay of those employees who individually and voluntarily request in writing that such deduction be made. Said deductions shall be forwarded to the Union each calendar month, within fifteen (15) days of the date the deductions were made, together with a list showing the employees names, job title, social security number and the amount deducted from his/her pay. This authorization shall remain in effect until terminated in writing by the employee(s) or expiration of this Agreement, whichever occurs first.

Section B. Fair Share Withholding: Any non-probationary bargaining unit employee hired prior to the first effective date of this Agreement who is not a member of the Union will be required to pay a fair share (as determined by the Union) of the cost of the collective bargaining process, contract administration in pursuit of matters affecting wages, hours, fringe benefits and other terms and conditions of employment, but said fair share shall not exceed the amount of dues uniformly required of members. All bargaining unit employees hired on or after the effective date of this Agreement and who have not made application for dues deduction shall, on or after the tenth (10th) day following their completion of the probationary period, be required to pay a fair share as defined above.

With respect to any employee in whose behalf the Village has not received a written authorization as provided for above, the Village shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union within fifteen (15) days of the date the wage deduction is made, subject to the following:

1. The Union has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty (30) days;
2. The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligation pursuant to this Article and of the manner in which the Union has calculated the fair share fees;
3. The Union has certified to the Village that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator paid for by the Union, assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee. The Union agrees to comply with the requirements laid down by the U.S. Supreme Court in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986). The Union agrees to give the Village not less than thirty (30) days' notice of any

change in either dues or fair share contributions which are subject to wage deductions. The Union, as the exclusive representative, shall represent all bargaining unit employees fairly and equally.

Section C. Indemnification of Village: The Union does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits or other forms of liability, including all costs of litigation which arise out of or by reason of action taken or not taken by the Village where the action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the Village pursuant to this Article.

Section D. Notice of Changes: In the event that a bargaining unit member's employment status changes, which change affects their dues/fair share payment obligation, the Union will be notified within thirty (30) days of such change.

ARTICLE XXIII. TERM OF AGREEMENT

Except as otherwise stated in Article XXIV, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April, 2019. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

The Union shall serve on the Village a written demand not less than ninety (90) calendar days, nor more than one hundred and twenty (120) calendar days prior to May 1, 2019. Negotiations shall commence within thirty (30) calendar days of receipt of the demand. This Agreement shall remain in full force and effect pending the completion of any negotiations or impasse resolution proceedings.

ARTICLE XXIV. LOSS OF REVENUE CLAUSE

If, at any time during the term of this labor agreement, an action by Federal or State government impairs, reduces or eliminates General Fund Revenues such that the projected impact would result in a projected General Fund loss greater than 5% of total budgeted General Fund expenditures, then the Village and the Union will enter into a wage reopener and renegotiate wage increases described in Article XV (Wages) Section A1 and Section A2 (Appendix A) for the remaining term of this agreement.

IN WITNESS WHEREOF the parties have hereunder set their hands and seals this _____ day of _____, 2015.

ATTEST:

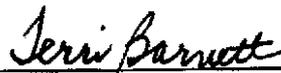
VILLAGE OF CAROL STREAM

By: _____
Laura Czarnecki, Village Clerk

By: _____
Frank Saverino, Sr., Mayor

ATTEST: UNION SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73

By: 
Christine Boardman
President SEIU Local 73

By: 
Terri Barnett
Vice President

**SERVICE EMPLOYEES INTERNATIONAL
LOCAL 73 STEWARDS**

By: _____
Dave Noworul
Chief Steward, SEIU Local 73
Water & Sewer Division

BY: 
Ron Turner
Chief Steward, SEIU Local73
Street Division

The wage rates below reflect agreement by both parties to move the WSE I range to that of PWE I, and freeze this range for 2 years.

APPENDIX A

WAGE RATES

May 1, 2015 (2.5%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$46,397.04	\$66,076.47	\$22.31	\$31.77
WSE II	\$49,847.15	\$75,874.74	\$23.96	\$36.48
WSE I	\$59,833.28	\$85,037.58	\$28.77	\$40.88
WSE - Locater	\$46,397.04	\$66,076.47	\$22.31	\$31.77
Probationary PWE	\$46,452.25	\$66,098.65	\$22.33	\$31.78
PWE II	\$49,046.73	\$73,473.49	\$23.58	\$35.32
PWE I	\$59,833.28	\$85,037.58	\$28.77	\$40.88
Mechanic	\$56,002.13	\$79,656.09	\$26.92	\$38.30
Mechanic Helper	\$47,068.35	\$66,957.30	\$22.63	\$32.19

May 1, 2016 (2.5%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$47,556.96	\$67,728.38	\$22.86	\$32.56
WSE II	\$51,093.33	\$77,771.61	\$24.56	\$37.39
WSE I	\$59,833.28	\$85,037.58	\$28.77	\$40.88
WSE - Locater	\$47,556.96	\$67,728.38	\$22.86	\$32.56
Probationary PWE	\$47,613.55	\$67,751.11	\$22.89	\$32.57
PWE II	\$50,272.90	\$75,310.33	\$24.17	\$36.21
PWE I	\$59,833.28	\$85,037.58	\$28.77	\$40.88
Mechanic	\$57,402.18	\$81,647.49	\$27.60	\$39.25
Mechanic Helper	\$48,245.06	\$68,631.23	\$23.19	\$33.00

May 1, 2017 (2.5%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$48,745.89	\$69,421.59	\$23.44	\$33.38
WSE II	\$52,370.67	\$79,715.90	\$25.18	\$38.32
WSE I	\$61,329.12	\$87,163.51	\$29.49	\$41.91

WSE - Locater	\$48,745.89	\$69,421.59	\$23.44	\$33.38
Probationary PWE	\$48,803.89	\$69,444.89	\$23.46	\$33.39
PWE II	\$51,529.72	\$77,193.08	\$24.77	\$37.11
PWE I	\$61,329.12	\$87,163.51	\$29.49	\$41.91
Mechanic	\$58,837.24	\$83,688.68	\$28.29	\$40.23
Mechanic Helper	\$49,451.19	\$70,347.01	\$23.77	\$33.82

May 1, 2018 (2.5%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$49,964.54	\$71,157.13	\$24.02	\$34.21
WSE II	\$53,679.93	\$81,708.80	\$25.81	\$39.28
WSE I	\$62,862.35	\$89,342.60	\$30.22	\$42.95
WSE - Locater	\$49,964.54	\$71,157.13	\$24.02	\$34.21
Probationary PWE	\$50,023.99	\$71,181.01	\$24.05	\$34.22
PWE II	\$52,817.96	\$79,122.91	\$25.39	\$38.04
PWE I	\$62,862.35	\$89,342.60	\$30.22	\$42.95
Mechanic	\$60,308.17	\$85,780.89	\$28.99	\$41.24
Mechanic Helper	\$50,687.46	\$72,105.69	\$24.37	\$34.67

Snow Policy

The Union agrees to withdraw its grievances dated December 16, 2005 concerning the above named issue based upon the following agreement:

On this particular issue it seems as if we have agreed to attempt to follow a schedule that will not force any bargaining unit employee to exceed a sixteen (16) hour work day.

The details of this plan will be worked out on a "as needed" basis between the Union and management either prior to or during the snow season for the most part.

The issue became more complicated than we expected and we believe it will have to be tested as a trial policy until we see what we need to change to accommodate everyone's best interests.

We have agreed to discuss the details further as it becomes necessary.

MECHANIC HELPER

The Union agrees to withdraw its grievance dated December 16, 2005 concerning the above named issue based upon the following agreement:

The Union filed a grievance regarding the Village's attempt to re-establish the title of Mechanic Helper without bargaining over the matter with the Union. The Village also expressed a desire to deviate from the regular work day and work week as outlined in the Contract for this position. After discussing the specifics of the issue, the parties reached the following agreement:

In an effort to conclude these negotiations and based on the assurances from Village management that there is not any plan to make any "wholesale changes" in the normal work day or work week which is Monday through Friday 7:00 a.m. until 3:30 p.m. for the rest of the positions covered by the Contract, we have agreed that the position of Mechanic Helper will be reinserted in the Contract as an entry level position with an annual starting salary, approximately 85% of the Mechanic's starting salary.

Further, the Village agrees that it will not change the shift of any bargaining unit employee unless and until it complies with Article V, Hours of Work and Overtime, Section B, Schedule Changes, which states: **"Should it be necessary, the Village shall retain the right in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal work day, or work shift or the normal work week. Except in cases of emergencies, the Village shall give two (2) weeks written notice of such change to the affected bargaining unit employee and the Union prior to the effective date of such change."**

The parties further agree that if it fails to provide the required notice of a change in the normal work day, work shift or work week the Union can bypass the first 2 Steps of the Grievance procedure and file a grievance at Step 3 of the procedure (Village Manager) so as to expedite the grievance process.

It was further agreed that the promotion of the Mechanic Helper shall take place in the same manner as the automatic promotion from a III position to a II position. The parties agreed that any evaluation that we the Union feel has been administered unfairly can be grieved per the Policy Manual in an effort to correct the review if necessary and applicable for the employee involved.

The Village has indicated that it may need to change hours of work for special projects from time to time, such as the changing of the AMR batteries for water meters. The Village has agreed that, when practical, they may hire a new employee for the special projects, or offer the special project duties and schedule to the current bargaining unit employees or, if there are no volunteers, assign the special project to the least senior, qualified bargaining unit employee. It is further agreed that once the special project is completed, the bargaining unit employee performing the duties involved in the special project shall be returned to the regular work day, work shift and work week as outlined in the Contract.

VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

DATE: April 7, 1992

TO: All Public Works Department Employees

FROM: John A. Turner, Director of Public Works *JAT*

RE: Breaks

Whether you work in Water, Sewer, Wastewater, the Municipal Garage, the Street Division, or in the office complex, the nature of our work requires us to handle many different responsibilities. During the nature of our work in switching from one specific operation to another, there normally is a natural break in the flow of work which lends itself to taking short periods of rest or what are more commonly referred to as "breaks". The Village Personnel Code realizing the nature of our work allows such breaks to vary in time, setting and length, and to be set by the department head so that they may best fit in with that department's work responsibilities. It is my position that our breaks should occur in the natural interruption of our daily work routine. We should not drop everything because the clock says it is one particular time and sit down and take a break. My observation of some of our employees over the last several months believes that some of you disagree with my opinion. As I mentioned once before, I have observed a routine of some employees taking breaks at exactly the same time day after day. I find it hard to imagine that their work routine suddenly breaks at the same time consistently, day after day. I do not want our employees dropping what they are doing when they are on the far-edge of town just because it is 10 A.M. or 2 P.M. and driving all the way to the Public Works Center to sit down for 15 minutes.

Taking a break at a set time is okay if the work which you are conducting on that particular day is so consistent that there is not a natural break in it. In that case, breaks may be taken at the midpoint of the operation, but should generally consist of a 15-minute period from the time that you stop work to the time you start work. That includes travel time. It is not okay to leave a job operation, drive for 5 minutes, stop at the 7-11 for 5 minutes, and then return to the Public Works Center for 15 minutes. The same is true of lunch periods. The time that one stops to pick-up lunch is part of the lunch break.

I prefer that we not change our personnel policy on breaks and that we do not eventually have to set a set time that everyone must take a break, exactly how many, and how many minutes they must last each day. However, if people abuse the current flexible policy, more tightening of the policy will surely be necessary.

jej



Village of Carol Stream

500 N. Gary Avenue • Carol Stream, Illinois 60188-1899 • (630) 665-7050 • (630) 665-1064
Ross Ferraro, Mayor • Janice Koszter, Clerk • Joseph E. Breinig, Manager

March 23, 2006

Ms. Cathy Nicosia Berni
Assistant to the President
SEIU Local 73
1165 North Clark Street
Suite 500
Chicago, Illinois 60610-2884

Dear Cathy:

This letter is a follow-up to the discussion we had at our collective bargaining meeting on March 22, 2006 to discuss the issue of Public Works employees performing work outside the hours of 7:00 a.m.-3:30 p.m. at special events at the Ross Ferraro Town Center. During our meeting we discussed a resolution to this issue whereby the union would continue to work events at the Town Center as they have done in the past and the Village would continue to pay employees 1 ½ overtime pay for all work performed outside of their normal workday and in excess of 8-hours in a 24-hour period.

Additionally, the Village agrees to deliver the schedule of Town Center events to the union as soon as the Village Board approves it. Furthermore, Public Works employees will be offered the opportunity to schedule themselves to work Town Center events and employees will sign up for available work shifts at least two (2) weeks prior to the actual event date, subject to final approval by the Street Superintendent or Public Works Director. Employees who are unable to fulfill their commitment to work an event for which they had previously committed will be required to find a qualified replacement employee to work the event subject to approval by the Street Superintendent or Public Works Director.

If there are not sufficient employees to work any event, the Street Superintendent or Public Works Director may take whatever steps they deem appropriate to ensure there are sufficient personnel available to work the events subject to the terms of the contract.

Subject to our mutual agreement on this issue you have agreed to withdraw your grievance. If this is in line with your team's understanding of our discussions I believe we will have reached agreement and can move forward.

Sincerely,

Robert Mellor

Robert Mellor
Assistant Village Manager

Cathy Nicosia Berni

Cathy Nicosia Berni
Assistant to the President, SEIU Local 73

Cc: Joseph E. Breinig, Village Manager

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 21 TO 20
(BUTERA FINER FOODS, INC. d/b/a BUTERA MARKET,
998 W. ARMY TRAIL ROAD)**

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 POWERS, as follows:

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing
the number of Class C Liquor Licenses from twenty-one (21) to twenty (20).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

SECTION 3: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 5th DAY OF OCTOBER, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Resolution No. _____

**A Resolution to Record the Determination of the
Corporate Authorities of the Village of Carol Stream
of the Amounts of Money Estimated to be Necessary to be
Raised by Taxation on Taxable Property for the Fiscal Year
Beginning May 1, 2015, and Ending April 30, 2016**

Whereas, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

Whereas, the Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2015, and ending April 30, 2016, is Zero Dollars (\$0); and

Whereas, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #272 on September 16, 2015, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2015, and ending April 30, 2016, is Three Million Four Hundred Forty Thousand Dollars (\$3,440,000) for general corporate, audit, retirement (IMRF and Social Security), and tort immunity insurance purposes;

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: The estimate of the amount of money necessary to be raised by taxation for the year 2015 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as

determined by the Carol Stream Library Board of Trustees, is Three Million Four Hundred Forty Thousand Dollars (\$3,440,000).

Section 2: The amount of property tax extended upon the 2014 property tax levy ordinance including abatements, exclusive of election and debt service costs, was Three Million Four Hundred Seventy Seven Thousand Nine Dollars (\$3,477,009); and the amount estimated to be levied upon the 2015 property tax levy ordinance to be hereafter adopted (\$3,440,000) is 98.9% of the amount of property taxes extended upon the 2014 tax levy ordinance.

Section 3: The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2015.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this

_____ day of _____, 2015.

Mayor of the Village
of Carol Stream, Illinois

Attest:

Village Clerk of the Village
of Carol Stream, Illinois

Village of Carol Stream

Interdepartmental Memorandum

DATE: September 25, 2015

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director 

COPY: Susan Westgate, Director, Carol Stream Library

SUBJECT: 2015 Property Tax Levy - Schedule of Events

It is time to begin considering the action steps needed to complete and adopt the 2015 property tax levy. The final adopted tax levy ordinance must be filed with the DuPage County Clerk's office no later than the last Tuesday in December (December 29th).

As you are aware, the Village Board must adopt the annual property tax levy of the Carol Stream Public Library based on how the library is established under Illinois law. The Library has prepared and considered their request for tax levy through the adoption of Resolution # 272 on September 16, 2015 (**Exhibit A**).

The "2015 levy", which applies to the calendar year 2015 (for property owners) and the Library's fiscal year 2016 (for budgetary purposes), will be extended on property tax bills issued on or about May 1, 2016 and will be collected in next fiscal year 2017 (June and September 2016).

The combined Village/Library levy for 2015 is summarized in the attached **Exhibit B**. The 2015 requested tax levy, which was approved by the Library Board of Trustees on September 16, 2015, requests no increase from the prior year 2014 levy request of \$3,440,000.

Note that in Exhibit B the 2015 levy is compared to the 2014 taxes extended. The tax extension is the amount extended by the County Clerk on the 2014 tax bills and includes an addition of 1% of the requested levy amount to account for "loss and cost" (i.e. uncollectible taxes and the cost of collection). We are required by the "Truth in Taxation Act" to compare the annual levy request to the prior year's extended taxes for the purpose of demonstrating compliance with the Act. This is why a net decrease of 1.1% is shown on Exhibit B. Thus, once the 2015 levy is extended by the County, the 2015 extended taxes should be approximately the same as taxes extended for 2014.

Village Board and Staff Action Steps

Step 1: Estimate of Tax Levy (Monday October 5, 2015)

The Illinois "Truth in Taxation Act" (35 ILCS 200/18-60) requires the following:

Sec. 18-60. Estimate of taxes to be levied. Not less than 20 days prior to the adoption of its aggregate levy, hereafter referred to as "levy", the corporate authority of each taxing district shall determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. (Source: P.A. 82-102; 88-455.)

The attached Village Board Resolution has been prepared to satisfy the requirement stipulated in the Truth in Taxation Act. This Resolution will be placed on the Village Board Agenda for the meeting of Monday, October 5, 2015.

Step 2: Determination of Need for Truth in Taxation Hearing

The Truth in Taxation Act requires notification and public hearing on the proposed tax levy if the amount estimated in Step 1 above is greater than 105% of the prior year taxes extended. These requirements are stipulated in 35 ILCS 200/18-70 as follows:

Sec. 18-70. More than 5% increase; notice and hearing required. If the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended, plus any amount abated by the corporate authority prior to extension, upon the final aggregate levy of the preceding year, exclusive of election costs, the corporate authority shall give public notice of and hold a public hearing on its intent to adopt an aggregate levy in an amount which is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy extensions, plus any amount abated, exclusive of election costs, for the preceding year. The hearing shall not coincide with the hearing on the proposed budget of the taxing district. (Source: P.A. 86-957; 88-455.)

Based on the calculations identified in Exhibit B, the proposed 2015 tax levy represents a decrease of 1.1% from taxes extended in 2014, therefore newspaper notice and public hearing are **not required** under this Act with respect to the 2015 proposed tax levy.

Step 3: Adoption of Tax Levy Ordinance (Monday, November 2, 2015)

After the required minimum 20 day period from the estimate of levy, the Village Board is able to approve the final tax levy ordinance. This is anticipated for the Board meeting of November 2, 2015.

Pursuant to prior Village Board direction, the draft ordinance will include language which requests the County Clerk to apply the provisions of the Property Tax Extension

Limitation Law (PTELL) or “tax caps” when determining the final extension of the levy. This limits the extension of the levy to only what would be allowed in a non-home rule community.

Generally, PTELL limits the growth in the levy to the greater of the growth in the Consumer Price Index (CPI) or 5% on the prior year’s extension, whichever is lower. For the 2015 levy, the CPI figure is 0.8%. With the Library 2014 levy request at a decrease of 0.8% compared to 2014 taxes extended, the discussion of PTELL and any notion that the requested levy would exceed the tax caps is moot.

BOARD OF LIBRARY TRUSTEES of the
VILLAGE OF CAROL STREAM, ILLINOIS
RESOLUTION # 272

Exhibit A

RE: FY2016 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

WHEREAS, the Board of Library Trustees passed its Fiscal 2016 yearend budget, attached hereto and included in Exhibit A, on February 18, 2015, which budget sets forth the budgetary requirements of the Board of Library Trustees of the Village of Carol Stream; and

WHEREAS, the aforesaid document details total anticipated expenditures in the amount of \$4,012,500 for the fiscal year ended April 30, 2017; and

WHEREAS, funds derived as income from sources other than tax receipts are anticipated to total \$162,000 for the fiscal year ended April 30, 2017; and

WHEREAS, a total amount of \$3,440,000 is needed from tax receipts in addition to the amount received from other sources to satisfy the anticipated financial needs of the Library for the fiscal year ended April 30, 2016.

RESOLVED that:

Section 1: The President and Board of Trustees of the Village of Carol Stream, Illinois are hereby requested to include in their budget ordinance for the fiscal year commencing on the first day of May 2015 and ending on the thirtieth day of April 2016 the following:

- A. Taxes to be levied to maintain the Public Library pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 3-4 shall be: \$3,110,000 or as much thereof as may be authorized by law, but in no event shall such tax levy for maintenance and operation of the Carol Stream Public Library exceed 0.60 percent of the value of all such taxable property as equalized or assessed by the Department of Revenue pursuant to the anticipated expenditures and financial requirements detailed in Exhibit A.
- B. Taxes to be levied for participation in the Illinois Municipal Retirement Fund, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$190,000.
- C. Taxes to be levied for participation in the FICA, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$107,000.
- D. Taxes to be levied for the Liability Insurance Fund, as provided in Illinois Compiled Statutes Chapter 745, Act 10, Section 9-107, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$23,000.
- E. Taxes to be levied for the Annual Audit as provided in Illinois Compiled Statutes, Chapter 50, Act 310, Section 9, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$10,000.

Section 2: That pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 5-8, the Board of Library Trustees shall accumulate and set apart as a Capital Improvement and Repair Fund for the purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library purposes, and for repairs and alterations of library buildings and

equipment, the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits and pursuant to plans to be developed by the Board of Library Trustees.

Section 3: That the funds derived from sources other than the Tax Levy may be allotted by the Board of Library Trustees to such budgeted items and in such amounts as said Board may determine within the limits of said budget.

Section 4: That the unexpended balance of any item or items of said Budget as set forth in this Resolution may be expended in making up any deficiency in any other item or items in the same general Budget made by this Resolution.

Section 5: That the President and Board of Trustees of the Village of Carol Stream are further requested to include in their levy ordinance the following statement:

All ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 6: That the President and the Board of Trustees of the Village of Carol Stream be aware that the Illinois Statutes require that the levy ordinance be duly passed and a certified copy be recorded with the DuPage County Clerk on or before the last Tuesday in December 2015.

Resolution Passed this 16th day of September, 2015 by a vote of:

Ayes: 6, Nays: 0, Absent or not voting: 1.

Approved:



Edward Jourdan, President
Board of Library Trustees

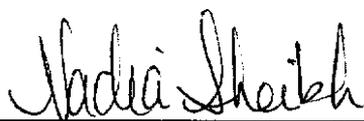
Attest:

I, the undersigned Secretary of the Board of Library Trustees of the Village of Carol Stream, hereby state that the foregoing Resolution entitled:

FY2016 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

was duly adopted by said Board of Trustees at a valid meeting on September 16, 2015,

Seal:



Nadia Sheikh, Secretary
Board of Library Trustees

		FY15/16 Working FY 16 Working Budget approved 2/18/15	FY16/17 Working FY 17 Appropriation
ACCT #	Account Name		
GENERAL FUND REVENUES			
3000	Property Taxes		
3001	Property Tax -- Current	3,070,500	3,110,000
3002	Property Tax -- Non-Current	1,000	1,000
3100	PPR Taxes	28,000	30,000
3200	Interest Income		
3201	Interest Income -- Taxes	50	100
3202	Interest Income -- Investments	12,000	14,000
3300	Patron Payments		
3301	Fines & Fees	50,000	45,000
3302	Public Copier Payments	11,000	11,000
3303	Non-Resident Card Fees	1,000	1,300
3304	Sale items	500	500
3400	Donations	2,000	2,000
3500	Developer Contributions	3,000	4,500
3600	RBP/ILL Reimbursements	600	600
3700	Grants		
3701	Per Capit Grant	41,000	49,000
3702	Other Grants/Awards		
3800	Other Income	2,500	3,000
	TOTAL REVENUES	3,223,150	3,272,000
GENERAL FUND EXPENDITURES			
5100	SALARIES		
5101	Exempt Staff Salaries	915,000	1,009,000
5102	Non-exempt Staff Salaries	820,000	873,000
5103	Custodial Salaries	60,000	60,000
5104	BENEFITS-MED/LIFE/DENTAL		
5105	Professional Education	20,000	16,500
5106	Memberships	6,000	6,000
5107	Benefits -- Life insurance	1,800	1,500
5108	Benefits -- Health Insurance	265,000	275,000
5109	Benefits -- Other	2,500	2,000
5110	Trustee Development	5,000	5,000
	TOTAL	2,095,300	2,248,000
5200	PLANT MAINTENANCE		
5201	Supplies	17,000	17,000
5202	Maintenance/Repair	25,000	23,000
5203	Maintenance Contracts	45,000	43,000
5204	Landscape Maintenance/Snow Removal	16,500	12,000
5205	Furniture/Equipment	30,000	20,000
5206	Electric-Comm Ed	45,000	43,000

		FY15/16 Working FY 16 Working Budget approved 2/18/15	FY16/17 Working FY 17 Appropriation
ACCT #	Account Name		
5207	Water/Sewer	6,000	5,000
5208	Insurance (Property)	8,500	8,000
	TOTAL	193,000	171,000
5300	BUSINESS EXPENSE		
5301	Postage	7,000	10,000
5302	Office & Equipment Supplies	9,500	9,000
5303	Printer Supplies	11,000	10,000
5304	Equipment Leasing	15,000	17,000
5305	Milegae Reimbursement	5,000	4,000
5306	Legal Notices	800	700
5308	Business Phone	9,000	9,000
5309	Accounting Service	15,000	13,000
5310	Material Recovery Fees	2,500	2,300
5311	Payroll Service	8,000	7,000
5312	Attorney Fees	10,000	8,000
5314	Other Consultants	20,000	
5315	Other Expenditures	10,850	12,000
5317	Bank & Credit Card Fees	1,000	1,000
5319	Security Service	23,000	23,000
	TOTAL	147,650	126,000
5400	CIRCULATION & MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES		
5401	Automation Hardware	30,000	25,000
5402	ISP and Web Page Hosting	2,200	3,000
5403	Computer Software	15,000	10,000
5404	LAN and Hardware Maintenance	30,000	36,000
5405	Technical Services Supplies	30,000	30,000
5406	Circulation Supplies	7,000	7,000
5408	Tech Serv Online Resources	11,500	11,000
5409	RBP/ILL Expenses	1,000	1,000
5410	MAGIC Consortium	77,000	65,000
	TOTAL	203,700	188,000
5500	SERVICES		
5501	Youth Services Programs	26,000	26,000
5503	Adult Programs	16,000	16,000
5504	Library Printing	5,000	4,000
5505	Library Newsletter	40,500	40,000
5509	Library Publicity and Promotion	27,500	24,000
	TOTAL	115,000	110,000

		FY15/16 Working FY 16 Working Budget approved 2/18/15	FY16/17 Working FY 17 Appropriation
ACCT #	Account Name		
5600	COLLECTION DEVELOPMENT		
5601	Youth Services Books	55,000	50,000
5606	Youth Services Media	22,000	20,000
5630	Adult Books	103,000	100,000
5634	Online Resources	70,000	75,000
5635	Magazines & Newspapers	14,000	10,000
5637	Adult Media	85,000	65,000
5651	Digital Media	78,500	60,000
5652	Grant/Award Expense (Databases)	41,000	49,000
	TOTAL	468,500	429,000
	GENERAL FUND EXPENDITURES		
5100	SALARIES	2,095,300	2,248,000
5200	PLANT MAINTENANCE	193,000	171,000
5300	BUSINESS EXPENSE	147,650	126,000
5400	CIRCULATION & MATERIAL PROC...	203,700	188,000
5500	SERVICES	115,000	110,000
5600	COLLECTION DEVELOPMENT	468,500	429,000
	TOTAL EXPENDITURES	3,223,150	3,272,000
	GENERAL FUND REVENUES		
	LIBRARY TAX	3,070,500	3,110,000
	OPERATING REVENUE	152,650	162,000
	TOTAL REVENUES	3,223,150	3,272,000
	OTHER FINANCING SOURCES/FUNDS		
	WORKING CASH FUND		
20-3001	Working Cash Levy	0	0
20-3202	Interest on investments	50	100
	TOTAL	50	100
20-6920	Transfer to General Fund	-50	-100
	Fund Balance April 30	48,361	48,361

		FY15/16 Working FY 16 Working Budget approved 2/18/15	FY16/17 Working FY 17 Appropriation
ACCT #	Account Name		
Class 50	LIABILITY INSURANCE FUND		
50-3001	Liability Insurance Levy	28,000	23,000
50-3202	Interest on Investments	0	0
50-3300	LIMRIC UCGA Dividend	0	0
	TOTAL	28,000	23,000
50-7101	Liability Insurance	20,000	20,000
50-7102	Risk Management expense	6,000	6,500
50-7103	Unemployment Comp. Insurance	4,000	4,500
	TOTAL	30,000	31,000
	Net Difference	-2,000	-8,000
	Fund Balance, May 1	30,948 (FY15 audit)	28,948
	Reserve Balance April 30	28,948	20,948
	Reserve in Months	11.58	8.11
Class 30	FICA FUND		
30-3001	FICA Tax Levy	105,000	107,000
30-3202	Interest on Investments	0	0
30-5104	FICA Benefit	135,000	148,000
	Net Difference	-30,000	-41,000
	Fund Balance, May 1	143,131 (FY15 audit)	113,131
	Reserve Balance April 30	113,131	72,131
	Reserve in Months	10.06	5.85

		FY15/16 Working FY 16 Working Budget approved 2/18/15	FY16/17 Working FY 17 Appropriation
ACCT #	Account Name		
Class 40	IMRF FUND		
40-3001	IMRF Tax Levy	223,000	190,000
40-3202	Interest on Investments - IMRF	0	0
40-5104	IMRF Benefit	223,000	225,000
	Net Difference	0	-35,000
	Fund Balance, May 1	160,568 (FY15 audit)	160,568
	Reserve Balance April 30	160,568	125,568
	Reserve in Months	8.64	6.70
Class 60	AUDIT FUND		
60-3001	Audit Levy	13,500	10,000
60-3202	Interest on Investments	0	0
60-7201	Audit Expense	13,500	10,000
	Net Difference	0	0
	Fund Balance, May 1	911 (FY15 audit)	911
	Reserve Balance April 30	911	911
	Reserve in Months	0.81	0.81

		FY15/16 Working FY 16 Working Budget approved 2/18/15	FY16/17 Working FY 17 Appropriation
ACCT #	Account Name		
Class 70	CAPITAL MAINTENANCE & REPAIR FUND		
	CAPITAL MAINTENANCE & REPAIR REVENUE		
	CM & R LEVY	0	0
70-3001	Interest on Investments	0	0
70-3202	Grant Funds	0	0
70-3702	TOTAL	0	0
	CAPITAL MAINTENANCE & REPAIR EXPENDITURES		
70-7301	MAJOR REPAIRS	0	0
70-7301			
70-7400	OTHER CAPITAL EXPENDITURES		
7401	Furniture	10,000	10,000
7401	Parking Lot Repair	10,000	
7403	Building Repair	25,000	50,000
7404	Landscape	10,000	20,000
7405	Memorials	1,500	1,500
7406	OTHER EXPENDITURES	50,000	75,000
	Total	106,500	156,500
70-7500	Special Projects		
7503	Interior Security Cameras	30,000	
7504	Update Exterior Cameras	30,000	
7505	Building Consultant	20,000	
7506	Parking Lot		125,000
7507	Computer Equipment		45,000
	Total	186,500	326,500
	FUND BALANCE, MAY 1	1,169,827 (FY15 audit)	983,327
	FUND BALANCE, APRIL 30	983,327	656,827

VILLAGE OF CAROL STREAM
PROPOSED 2015 PROPERTY TAX LEVY

(Collected in 2016)

	2014 Taxes <u>Extended</u>	2015 Proposed <u>Levy</u>	\$ <u>Inc/(Dec)</u>	% <u>Inc/(Dec)</u>
VILLAGE LEVY:				
Operating	\$ -	\$ -	\$ -	0.0%
Bond Payments	-	-	-	0.0%
Total	-	-	-	0.0%
LIBRARY LEVY:				
Operating				
Corporate	\$ 3,101,697	\$ 3,110,000	\$ 8,303	
IMRF	226,006	190,000	(36,006)	
Audit	14,317	10,000	(4,317)	
Tort/Liab	28,634	23,000	(5,634)	
Social Security	<u>106,355</u>	<u>107,000</u>	<u>645</u>	
Operating Total	\$ 3,477,009	\$ 3,440,000	\$ (37,009)	-1.1%
Bond Payments	-	-	-	0.0%
Total	\$ 3,477,009	\$ 3,440,000	\$ (37,009)	-1.1%
TOTAL, VILLAGE AND LIBRARY				
Operating ¹	\$ 3,477,009	\$ 3,440,000	\$ (37,009)	-1.1%
Bond Payments	-	-	-	0.0%
Total	<u>\$ 3,477,009</u>	<u>\$ 3,440,000</u>	<u>\$ (37,009)</u>	<u>-1.1%</u>

¹ Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2014.

No public hearing is required

Village of Carol Stream

AGENDA ITEM
5-2 10-5-15

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Community Development Director *DB*
Caryl Rebholz, Employee Relations Director *CR*

DATE: September 30, 2015

RE: **Agenda Item for the Village Board Meeting of October 5, 2015 – A Resolution Amending Resolution No. 2710, Adopting the 2014-2015 Employee Compensation Plan for the Village of Carol Stream**

PURPOSE

The purpose of this memorandum is to present recommendations for changes to the staffing and structure of the Community Development Department, and to seek Village Board approval of the corresponding changes to the 2014-2015 Employee Compensation Plan.

DISCUSSION

With the retirement of the former Community Development Director in May and promotion of the previous Assistant Community Development Director to Director, the Assistant Director position is presently vacant. Whenever a position becomes vacant, a careful assessment is done to determine how to best address the vacancy. A vacancy in an upper-level position also provides an opportunity to evaluate whether changes to the structure/organization of the Department would be beneficial. The following factors were considered in our review of the vacant Assistant Director position:

- The anticipated demand for Community Development customer services;
- The structure of Community Development Departments in comparable communities; and
- Budget considerations.

Anticipated demand for Community Development services over the next few years. Using data that reflect core service activity levels (# permits issued, code enforcement cases, etc.) from the past few years, and an assumption that economic conditions will continue to gradually improve in the coming years, we expect stable to slightly increasing demand for our primary customer services, including building permitting and inspections, zoning and development approvals, code enforcement, and economic development activities.

Structure and staffing responsibilities in comparable Community Development Departments. The structure and staffing responsibilities for management-level positions in the Community Development Departments of Lombard, Addison, Bartlett, West Chicago and Woodridge were studied to obtain insight into the structures and staff responsibilities for communities similar to Carol Stream. We found that none of the aforementioned communities has an Assistant Director position responsible for the broad operational areas as is the Assistant Director in Carol Stream. Instead, in all of the referenced communities, there is a supervisory or management position (or positions) responsible for overseeing planning and economic development activities, and a

separate supervisory or management position responsible for overseeing development services (i.e. building permitting, inspections and code enforcement).

We would also note that the career experience and educational background of planning & economic development professionals as compared to building & code enforcement professionals often differs significantly. As such, we would expect a larger pool of qualified candidates for management positions that oversee the separate functional areas of planning & economic development, and building permitting & code enforcement.

Budget considerations. With respect to budget considerations, revenues for the current fiscal year are running higher than last fiscal year. Also, a savings in Community Development's personnel-related costs has been generated during the current fiscal year due to the extended vacancy in the Assistant Director position, as well as the lower salary of the new Director as compared to the previous Director who retired. However, uncertainty remains as to how decisions made by the State of Illinois in addressing its budget problems could affect municipalities. Based on these considerations, we have developed recommendations for the structure and staffing of the Department that are very close to neutral from a budget impact perspective.

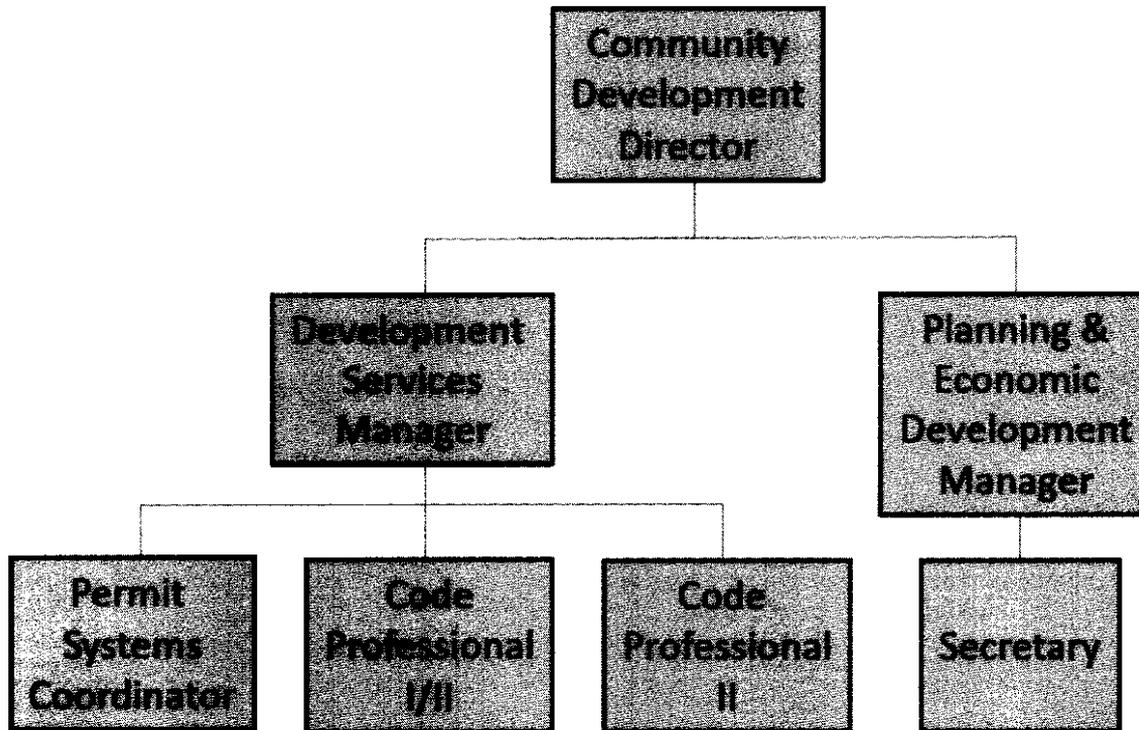
RECOMMENDATIONS

After learning that our comparable communities do not have an Assistant Director with such a broad range of responsibilities similar to Carol Stream's Assistant Director, and based on our expectation that customer service demands will be stable or will increase somewhat over the next few years, we are recommending a change to the organizational structure of the Community Development Department. The proposed organizational structure for the Department is provided on the following page. Highlights of the proposed structure are as follows:

- The structure would establish **two new, exempt, supervisory positions** that would report to the Community Development Director. The **Assistant Community Development Director** position would be eliminated.
- The new **Development Services Manager** position would oversee the Development Services and Code Enforcement Programs, and would supervise the Permit Systems Coordinator and the two Code Professional positions.
- The new **Planning & Economic Development Manager** position would oversee the Current Planning, Long Range Planning, and Economic Development Programs, and would supervise the Secretary position. This position would also serve as the staff person that would attend Plan Commission/Zoning Board of Appeals meetings.
- The existing part-time (½) **Development Services Technician** position would be eliminated at the end of the current fiscal year (April 30, 2016). The current employee in this position would be able to attempt to secure other employment prior to 5/1/16.
- The current part-time (¼) **contract Seasonal Property Maintenance Inspector** position would be re-evaluated as part of the FY16/17 budget process.
- The total Community Development Department staffing allocation under the proposed structure would **increase from 6¾ positions, including the ¼ time contract position, to 7 full time positions.**
- We estimate that the proposed structure would result in a **1.5% increase (approximately \$9,770) in the Community Development Department's Personnel Services costs.**

Staff recommends approval of the adoption of the attached Resolution Amending Resolution No. 2710, Adopting the 2014-2015 Employee Compensation Plan for the Village of Carol Stream.

PROPOSED STRUCTURE



RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 2710
ADOPTING THE 2014-15 EMPLOYEE PAY PLAN FOR
THE VILLAGE OF CAROL STREAM**

WHEREAS, on April 7, 2014, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 2710 adopting the 2014-15 Employee Pay Plan for the Village of Carol Stream; and

WHEREAS, since that time, an evaluation of the organizational structure within the Community Development Department has been undertaken; and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to eliminate the positions of Assistant Community Development Director and Development Services Technician and establish the new positions of Planning and Economic Development Manager and Development Services Manager.

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 2014-15 Employee Pay Plan is hereby amended to eliminate the positions of Assistant Community Development Director and Development Services Technician.

SECTION 2: That the 2014-15 Employee Pay Plan is hereby amended to establish the new positions of Planning and Economic Development Manager and Development Services Manager.

SECTION 3: That the 2014-15 Employee Pay Plan is hereby amended to establish the pay range for the positions of Planning and Economic Development Manager and Development Services Manager as \$72,376.61 - \$103,027.20.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 5th DAY OF October 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: October 1, 2015
RE: **Non-Union Compensation**

In April of this year, the FY16 annual compensation plan was presented to the Village Board which included a recommendation for a 2% merit adjustment, and deferred the determination of a general wage adjustment for all non-union employees. At that time, there was limited information available with regard to comparable community general wage adjustment data, union settlements, and the threat that the State of Illinois would reduce our LGDF revenue by 50% or more.

After five months, the following information is now available:

- The vast majority of our Comparable Communities have made a final determination with regard to compensation for non-union employees in 2015.¹ The average total compensation (merit and general wage adjustment combined) is 5.29%. This includes an average 1.79% general wage adjustment, and a 3.5% average merit maximum.
- The Village has reached agreement with the SEIU which includes a 2.5% general wage adjustment each year for four (4) years. This agreement also includes language to re-open the contract if actions by the State or Federal government significantly reduce our anticipated general fund revenue.
- When the general wage adjustment recommendation was deferred in April, it was believed that the State of Illinois would act within two months. Unfortunately, the actions the State of Illinois may take remains as unclear today as it was five months ago. Further, there is no indication that this will become clear any time soon.

In consideration of all factors, I am recommending a 2.5% general wage adjustment for all non-union employees effective 5/1/15. This recommendation is based upon adjustments made by the vast majority of our comparable communities, with a combined maximum increase of 5.29% (merit and general wage adjustment), and the recent agreement with SEIU for our public works employees. Using the internal comparable of the SEIU agreement at 2.5%, the Village's combined increase for non-union employees would be a maximum of 4.5%. This recommendation allows for both internal and external equity while maintaining a conservative financial approach. The total cost for this recommendation, including IMRF and FICA, is roughly \$207,000, and sufficient funding exists to fund this increase in the FY 2015-16 budget.

¹ 7 of 21 Communities operate on a Calendar Year basis as opposed to a May 1st fiscal year.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2015-16 EMPLOYEE COMPENSATION PLAN
FOR THE VILLAGE OF CAROL STREAM**

WHEREAS, as part of the budgeting process for the Village of Carol Stream, the Village Board of Trustees annually approves and adopts an employee pay plan schedule; and

WHEREAS, an employee pay plan schedule has been found to be in the best interests of the Village of Carol Stream; and

WHEREAS, this employee pay plan schedule, which is attached to this Resolution as Attachment "A", is in conformance with the best interests of the Village of Carol Stream.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE PAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: All Village employees actively employed on 5/1/15 who are not represented by a labor organization will receive a 2.5% wage adjustment to their current salary effective 5/1/15 through 4/30/16.

SECTION 2: All pay ranges of non-union positions will be increased by 2.5% effective 5/1/15.

SECTION 3: That the 2015-2016 Employee Pay Plan schedule for the Village of Carol Stream, as attached to this Resolution as Attachment "A", shall be adopted by the Village of Carol Stream for all present Village employees, executive and non-executive, who are not represented by a labor organization.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 5th DAY OF OCTOBER 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

ATTACHMENT A

Village of Carol Stream 2015-2016 Pay Plan						GWA 2.5%			
Effective May 1 2015		Annual		Monthly		Bi-weekly		Hourly	
POSITION TITLE	min	max	min	max	min	max	min	max	
1	ACCOUNTANT	65,000.04	92,526.75	5,416.67	7710.56	2,500.00	3,558.72	31.25	44.48
2	ACCOUNTS CLERK/PW CLERK	43,956.27	62,571.20	3,663.02	5214.27	1,690.63	2,406.58	21.13	30.08
3	ACCOUNTING MANAGER	74,186.02	105,602.88	6,182.17	8800.24	2,853.31	4,061.65	35.67	50.77
4	ADMINISTRATIVE SECRETARY	48,236.48	68,664.03	4,019.71	5722.00	1,855.25	2,640.92	23.19	33.01
5	ASSISTANT VILLAGE MANAGER	100,814.14	143,507.67	8,401.18	11958.97	3,877.47	5,519.53	48.47	68.99
6	ASST TO VIL MGR	70,752.53	100,715.35	5,896.04	8392.95	2,721.25	3,873.67	34.02	48.42
7	ASST VILL ENGINEER / ASST CD DIR	80,550.16	114,662.15	6,712.51	9555.18	3,098.08	4,410.08	38.73	55.13
8	BUILDING MAINTENANCE EMPLOYEE	51,134.55	72,789.39	4,261.21	6065.78	1,966.71	2,799.59	24.58	34.99
9	BUILDING MAINTENANCE SUPERVISOR	67,866.34	96,606.89	5,855.53	8050.57	2,610.24	3,715.65	32.63	46.45
10	CIVIL ENGINEER II	66,940.35	95,288.75	5,578.36	8139.25	2,574.63	3,664.95	32.18	45.81
11	CODE PROFESSIONAL I	64,402.70	91,676.44	5,366.89	7,639.70	2,477.03	3,526.02	30.96	44.08
12	CODE PROFESSIONAL II	58,203.85	82,852.45	4,850.32	6904.37	2,238.61	3,186.63	27.98	39.83
13	COMMANDER	117,079.70	122,633.98	9,756.64	10219.50	4,503.07	4,716.69	56.29	58.96
14	COMMUNITY DEVELOPMENT DIR	102,134.92	145,387.79	8,511.24	12115.65	3,928.27	5,591.84	49.10	69.90
15	CST	45,316.67	64,507.71	3,776.39	5375.64	1,742.95	2,481.07	21.79	31.01
16	DEPUTY POLICE CHIEF	95,883.48	136,488.94	7,990.29	11374.08	3,687.83	5,249.57	46.10	65.62
17	DEVELOPMENT SERVICES TECHNICIAN							21.27	30.37
18	EMPLOYEE RELATIONS DIR.	93,859.10	133,607.26	7,821.59	11133.94	3,609.97	5,138.74	45.12	64.23
19	ENGINEERING INSPECTOR	61,331.57	87,304.73	5,110.96	7275.39	2,358.91	3,357.87	29.49	41.97
20	ENGINEERING SERVICES / IT DIRECTOR	93,202.37	132,672.41	7,766.86	11056.03	3,584.71	5,102.78	44.81	63.78
21	EVIDENCE CUSTODIAN	48,836.37	69,517.96	4,069.70	5793.16	1,878.32	2,673.77	23.48	33.42
22	FINANCE DIRECTOR	106,690.99	151,873.30	8,890.92	12656.11	4,103.50	5,841.28	51.29	73.02
23	GARAGE/STREETS/UTILITIES SUPERVISOR	72,704.82	103,494.40	6,058.73	8624.53	2,796.34	3,980.55	34.95	49.76
24	IT TECHNICIAN	56,933.52	81,044.16	4,744.46	6,753.68	2,189.75	3,117.08	27.37	38.96
25	OFFICE MANAGER	50,648.27	72,097.19	4,220.69	6,008.10	1,948.01	2,772.97	24.35	34.66
26	PERMIT SYSTEMS COORDINATOR	48,236.48	68,664.03	4,019.71	5722.00	1,855.25	2,640.92	23.19	33.01
27	POLICE CHIEF	108,160.74	153,965.47	9,013.39	12830.46	4,160.03	5,921.75	52.00	74.02
28	PUBLIC WORKS DIRECTOR	105,796.71	150,600.30	8,816.39	12550.03	4,069.10	5,792.32	50.86	72.40
29	RECORDS CLERK	41,104.61	58,511.89	3,425.38	4875.99	1,580.95	2,250.46	19.76	28.13
30	RECORDS SUPERVISOR	63,759.84	90,761.34	5,313.32	7563.45	2,452.30	3,490.82	30.65	43.64
31	SECRETARY	44,666.95	63,582.85	3,722.25	5298.57	1,717.96	2,445.49	21.47	30.57
32	SOCIAL SERVICES SUPERVISOR	68,692.54	97,782.97	5,724.38	8148.58	2,642.02	3,760.88	33.03	47.01
33	SOCIAL WORKER / MGMT ANALYST	60,256.58	85,774.50	5,021.38	7147.87	2,317.56	3,299.02	28.97	41.24
34	SUPERINTENDENT OF OPERATIONS	81,828.13	116,481.32	6,819.01	9706.78	3,147.24	4,480.05	39.34	56.00
35	TRAINING CO/BUDGET ANALYST	54,533.08	77,627.16	4,544.42	6,468.93	2,097.43	2,985.66	26.22	37.32

CAROL STREAM PUBLIC LIBRARY

616 Hiawatha Drive • Carol Stream, IL 60188
(630) 653-0755 • FAX (630) 653-6809

September 21, 2015

Joseph Breinig, Village Manager
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL. 60188

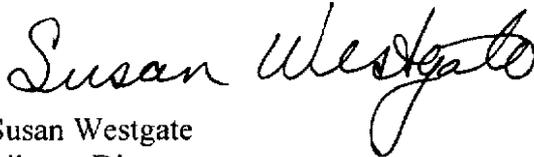
Re: Annual Statement of Revenues and Expenditures & Changes in Fund Balances

Dear Mr. Breinig:

Enclosed is the certification from *The Daily Herald* verifying that the "Carol Stream Public Library Statement of Revenue and Expenditures and Changes in Fund Balances" for Fiscal Year ended April 30, 2015, was published on September 18th, 2015. Along with this is a notarized certificate from the Library Treasurer, and a copy of the Annual Statement.

Should you require any further information, please do not hesitate to contact me.

Sincerely,



Susan Westgate
Library Director

CAROL STREAM PUBLIC LIBRARY
STATEMENT OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR FISCAL YEAR ENDED APRIL 30, 2015

Details of Revenues and Expenditures are on file at the Carol Stream Public Library, 616 Hiawatha Drive, Carol Stream, Illinois 60188.

I, Nancy Bagdonas, Treasurer of the Board of Library Trustees of the Village of Carol Stream, Illinois, do swear that the foregoing statement is true and correct to the best of my knowledge and belief.

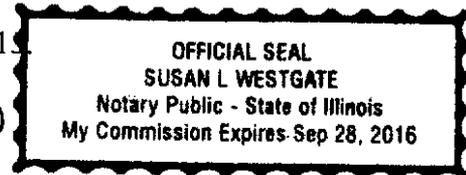
Signed: Nancy Bagdonas
Nancy Bagdonas, Treasurer
Board of Library Trustees

Date: 9-14-15

Subscribed and sworn to me this 14th day of September, 2015

Notary Public: Susan L. Westgate

My Commission expires: 9/28/16



Published in *The Daily Herald*, a newspaper of general distribution

This 18th day of September, 2015.

CAROL STREAM PUBLIC LIBRARY
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
May 1, 2014 through April 30, 2015

GENERAL FUND

Fund Balance – Beginning	\$3,843,037
<u>Revenues</u>	
Taxes	\$3,126,806
Fines and Fees	59,992
Intergovernmental	49,639
Interest	13,635
Miscellaneous	8,755
Total Revenues	3,258,827
<u>Expenditures</u>	
Salaries/Benefits	1,868,758
Plant Maintenance	141,017
Business	126,366
Circulation	165,433
Services	82,076
Collection Development	391,851
Total Expenditures	2,775,501
Transfer In from Working Cash Fund	161
Transfer (Out) to CM&R Fund	(783,326)
Fund Balance – Ending	\$3,543,198

Payments to vendors: Access One, Inc. \$6,767.97; Allied Barton Security Services LLP \$16,270.05; AMAZON/SYNCB \$7,106.85; Ancel, Glink, Diamond, Bush & Assoc. Corp. \$3,125.00; Baker & Taylor \$139,714.07; Bridgeall Libraries Limited \$8,475.00; CDW Governmental Inc. \$11,443.00; Center Point for Large Print Books \$2,617.20; Christiansen Consulting, LLC \$18,595.00; ComEd \$41,670.81; Complete Cleaning Co. Inc. \$21,000.00; Creekside Printing \$24,762.57; D K Agencies Ltd. \$3,109.80; Demco, Inc. \$7,767.85; Ebsco Information Services \$7,110.29; Everbank Commercial Finance, Inc. & \$9,129.60; Findaway World, LLC \$10,040.41; Fox Valley Fire & Safety \$3,422.07; Gale/CENGAGE Learning \$36,923.76; GE Capital \$5,964.00; Hartford \$8,393.00; Hoopla by Midwest Tape \$6000.00; IHLS-OCLC \$6,655.00; Illinois Library Association \$3,078.25; Illinois Tree Service \$5,690.00; Impact Networking, LLC \$6,312.32; Infogroup \$10,805.00; Ingram Library Services \$5,589.29; Innovation Experts \$13,920.00; LearningExpress, LLC \$6967.00; LIMRICC Unemployment Compensation Group \$2,722.65; lynda.com, Inc. \$6,300.00; MAGIC \$72,217.00; Mango Languages \$3,038.70; McClure, Inserra & Company Chartered \$13,715.00; Midwest Tape \$58,018.68; OfficeSupply.com \$2,792.08; Outsource Solutions Group, Inc. \$31,442.78; OverDrive, Inc. \$14,276.41; Paylocity \$6,937.60; PermaBound Books \$3,943.48; Pitney Bowes-Reserve Account \$6,500.00; PNC Bank \$43,303.21; Precision Control Systems of Chicago, Inc. \$15,267.50; ProQuest LLC \$11,796.00; Rbdigital \$8,130.11; Recorded Books, LLC \$7,097.08; Scholastic Library Publishing \$10,948.10; Scholastic, Inc. \$4,236.72; Sebert Landscaping, Inc. \$15,706.00; Sikich LLP \$8,384.00; Sound Incorporated \$11,173.08; Staples Advantage \$5,868.05; Today's Business Solutions, Inc. \$3,837.50; Travelers \$2,754.00; U.S. Postal Service, Bulk Mail Accounting \$15,200.00; UniFirst Corporation \$4,280.95; Utica National Insurance Group \$14,708.00; Value Line Publishing LLC \$4,400.00; Village of Carol Stream – Benefits \$264,750.10; Village of Carol Stream – IMRF \$193,672.77; Village of Carol Stream-Water Dept. \$4,331.94; World Book, Inc. \$3,069.60.

Payroll: Under \$25,000 – Aiello, Angela; Albers, Adriana; Badame, Donna; Berger, Janet; Bierman, Lynn; Boucher, Barbara; Boyd, Calvin; Brien, Chris; Brossard, Sallee; Caravella, David; Celiberti, Cathy; Cole, Sarah; Converse, Katie; DeYoung, Stephanie; Dubuque, Duane; Farrell, Joyce; Fonseca, Antonio; Gattone, Vincent; Geshkewich II, Joseph; Greco, Daniel; Guth, Charles; Harwood, Robin; Hayes, Carol; Hubinek, Jessica; Hycner, Theresa; Johnson, Melanie; Kalvig, Kathryn; Kellner, Krista; Kizior, Melissa; Krueger, Heidi; Kurma, Shweta; Kyle-DiPietro Paolo, Maryanne; Link, Brian; Marx, Aimee; Masnovi, Dani; McFarland, Carol; Medearis, Catherine; Morley, Karen; Olekanma, Vera; Patel, Bindiya; Roche, Patricia; Santroch, Gail; Segó, Karen; Shah, Shilpa; Shaw, Catherine;

Smith, Marlys J.; Steadman, John; Stimmell, Danielle; Waalen, Brian; Walek, Cheryl; Woods, Jennifer; Xander, Grace; Zafar, Miriam; \$25,000 to \$49,999.99 – Anderson, Ronald; Dexheimer, Steve; Donchenko, Donna; Dwyer, Grace; Grude, Susan; Karney, Richard; Kovac, Sarah; Kushad, Omar M.; Link, Kimberly; Magnus, Mary; Marchessault, Ellen; Menzer, Kathie; Schwander, Tanya; Teske, Amy; Walther, Renee; \$50,000 to \$74,999.99 – Boe, Regina; Cain, Jeri; Gardner, Amanda; Hays, Laura; McCallum, Sue; Meehan, Clare; Venegas, Francine; \$75,000 to 99,999.99 – Clemens, Mary; \$100,000 to \$124,999.99 - Westgate, Susan.

FICA FUND

Fund Balance – Beginning	147,873
<u>Revenues</u>	
Taxes	115,910
Interest	528
Total Revenues	116,438
<u>Expenditures</u>	
FICA	121,180
Total Expenditures	121,180
Fund Balance – Ending	143,131

Cash Disbursements: Payroll Federal Deposit FICA \$121,180

IMRF FUND

Fund Balance – Beginning	140,990
<u>Revenues</u>	
Taxes	212,995
Interest	256
Total Revenues	213,251
<u>Expenditures</u>	
IMRF	193,673
Total Expenditures	193,673
Fund Balance – Ending	160,568

Cash Disbursements: Village of Carol Stream (IMRF) \$193,672.77

LIABILITY INSURANCE FUND

Fund Balance – Beginning	28,649
<u>Revenues</u>	
Taxes	25,999
Interest	62
Total Revenues	26,061
<u>Expenditures</u>	
Liability Insurance	16,457
Risk Management	4,582

Unemployment Insurance	2,723
Total Expenditures	23,762
 Fund Balance – Ending	 30,948

Payments to vendors: LIMRicc Unemployment Compensation Group \$2,722.65, Travelers \$2754.00, Tyco-SimplexGrinnell \$1,575.12, Tyco-Integrated Security, LLC \$2054.91, Utica National Insurance Group \$14,708.00.

AUDIT FUND

Fund Balance – Beginning	330
 <u>Revenues</u>	
Taxes	8964
Interest	1
Total Revenues	8965
 <u>Expenditures</u>	
Audit	8384
 Fund Balance – Ending	 911

Payments to vendors: Sikich LLP \$8,384.

CAPITAL MAINTENANCE & REPAIR FUND

Fund Balance – Beginning	400,581
 <u>Revenues</u>	
Interest	846
Transfer in from General Fund	783,326
Total Revenue	784,172
 <u>Expenditures</u>	
Major Repairs	-
Other Capital Expenditures	14,926
Total Expenditures	14,926
 Fund Balance – Ending	 1,169,827

Payments to vendors: Illinois Tree Service \$5,690.00, Impressions in Stone \$239.86; Sebert Landscaping \$150.00, Sound Incorporated \$8,846.68.

WORKING CASH FUND

Fund Balance – Beginning	48,361
 <u>Revenues</u>	
Interest	161
Transfer (Out) to General Fund	(161)
Fund Balance – Ending	48,361

Unemployment Insurance	2,723
Total Expenditures	23,762
Fund Balance – Ending	30,948

Payments to vendors: LIMRICC Unemployment Compensation Group \$2,722.65, Travelers \$2754.00, Tyco-SimplexGrinnell \$1,575.12, Tyco-Integrated Security, LLC \$2054.91, Utica National Insurance Group \$14,708.00.

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WORKING CASH FUND

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Transfer (Out) to General Fund	(161)
Fund Balance – Ending	48,361

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Assistant Village Manager
FROM: Rose Armstrong, Secretary 
DATE: September 28, 2015
RE: Corpus Christi Catholic Church
Raffle License Application

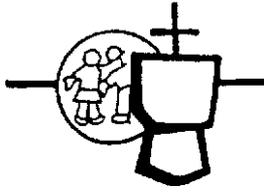
Corpus Christi Catholic Church has submitted a raffle license application for a raffle to be held on Friday, October 9, 2015 (Bunco For A Cause) and Sunday, November 1, 2015. (Saints Tea) Proceeds from this raffle will support the Corpus Christi Council of Catholic Women (CCW) and Transitional Housing. The cost of the raffle tickets will be \$2.00 each or 3 for \$5.00.

Applicant is requesting a waiver of the application fees and the Manager's Fidelity Bond as indicated in the attached letter. The raffle license application and required documentation is 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 Monday, October 5, 2015 meeting.

Thank you.

Attachment



CORPUS CHRISTI
CATHOLIC CHURCH

1415 Lies Road • Carol Stream, IL 60188-4841 • (708) 483-4673

September 28, 2015

To Whom It May Concern:

Corpus Christi Council of Catholic Women are sponsoring two events that are raffle events. This letter is to request that the license fee for these raffles will be waived. The two events will be held:

Friday, October 9th
benefiting Transitional Housing
and

Sunday, November 1st
benefiting CCW.

Thank you for your consideration.
Kathleen Brewer, Pastoral Associate
Corpus Christi Church

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort, Secretary *AD*
DATE: September 30, 2015
RE: Raffle License Application
Benjamin School District 25

The Benjamin Foundation and Benjamin School District 25 is hosting a Fall Fest on Sunday, October 25, 2015 at Evergreen Elementary School from 12 noon - 4:00 pm and has submitted a raffle application. Raffle tickets will be sold for \$1.00 each or 6 tickets for \$5.00. Tickets will be sold starting October 6, 2015. Profits from the raffle will benefit funds for educational programs.

They have requested a waiver of both the license fee and manager's fidelity bond as indicated in the attached letter request. The raffle license application and required documentation is 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 Monday, October 5, 2015 Board meeting.

Thank you,

Attachment

Benjamin
SCHOOL DISTRICT 25
Foundation for Educational Excellence

28W250 St. Charles Road
West Chicago, IL 60185

(630) 876-7800 ext. 904
E-mail: foundation@bendist25.org

September 29, 2015

Village of Carol Stream
Board Members
500 N. Gary Avenue
Carol Stream, IL 60188

Re: Raffle License

Dear Board Members:

The Benjamin Foundation is a non-profit charitable organization that serves Benjamin School District 25 which consists of Evergreen Elementary School in Carol Stream and Benjamin Middle School in West Chicago. The Foundation's mission is to support, enhance and enrich education opportunities for students by providing funds for educational programs and technology initiatives that go beyond the limits of the school district's budget.

Our organization is seeking a raffle license for our annual Fall Fest event being held Sunday, October 25, 2015 at Evergreen Elementary School in Carol Stream. We are hoping to raise funds to put back into Benjamin School District 25.

As indicated above, we are a non-for-profit organization in existence since 2000 and I am asking that you please accept this letter as a request to waive the raffle license fee and the fidelity bond fee.

Thank you for your attention to this matter.

Yours very truly,

BENJAMIN EDUCATIONAL
FOUNDATION



Kim Gerster
Chairman

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on October 5, 2015

AGENDA ITEM
L-1 10-5-15

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
POLICE MOBILE DATA LINK 9/16-10/15	440.18	01652800-52230	TELEPHONE	630257651909 9/16/15	
	<u>440.18</u>				
AMERICAN PUBLIC WORKS ASSOCIATION					
REGISTRATION - A OLSEN 2015-IPSI	695.00	01690100-52223	TRAINING	OCT 4-9TH A OLSEN	
	<u>695.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVIEW/FIRE ALARM 149-80	149.80	01643700-52253	CONSULTANT	42434	
	<u>149.80</u>				
BRANCATO LANDSCAPING					
FALL TREES GROUP 1	768.00	01670700-52268	TREE MAINTENANCE	1664	
FALL TREES GROUP 1	2,307.00	01670700-52281	EAB REMOVAL/REPLACEMENT	1664	
	<u>3,075.00</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS AUGUST	320.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS-AUGUST	
	<u>320.00</u>				
C S PARK DISTRICT					
BARK PARK PASSES SOLD FRM APRIL THRU SEPT	320.00	01-24236	BARK PARK MEMBERSHIP	BARK PARK APR-SEPT	
DEVELOPER DONATION AUGUST 2015	16,230.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	DEV DON AUG/15	
	<u>16,550.00</u>				
C S PUBLIC LIBRARY					
DEVELOPER DONATION AUGUST 2015	1,283.54	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB	DEV DON AUGUST/15	
	<u>1,283.54</u>				
CH2MHILL OMI					
WRC OPER CONTRACT FOR NOVEMBER	136,667.75	04101100-52262	WRC CONTRACT	62156	20160005
	<u>136,667.75</u>				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CITY LIMITS SYSTEMS INC					
CLEANING SUPPLIES	689.30	01670400-53317	OPERATING SUPPLIES	6269	
	<u>689.30</u>				
CLOUSE INSPECTION SERVICES					
INSTALLATION OF ROOF VENT TOWER #4	16,450.00	04201600-52244	MAINTENANCE & REPAIR	20102	
	<u>16,450.00</u>				
COMCAST CABLE					
CABLE TV - OCTOBER	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 09/19/15	
INTERNET SRV FOR OCTOBER	82.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 09/20/15	
	<u>87.11</u>				
COMED					
SERV FOR AUGUST	21.01	01670600-53210	ELECTRICITY	4483019016 9/17/15	
SERV FOR AUGUST	38.48	04201600-53210	ELECTRICITY	2514004009 09/18/15	
SERV FOR AUGUST	60.39	04101500-53210	ELECTRICITY	0291093117 09/18/15	
SERV FOR AUGUST	83.11	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 09/17/15	
SERV FOR AUGUST	88.08	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 09/17/15	
SERV FOR AUGUST	128.11	01670600-53210	ELECTRICITY	0803155026 09/17/15	
SERV FOR AUGUST	140.12	01670600-53210	ELECTRICITY	1865134015 09/17/15	
SERV FOR AUGUST	248.80	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 09/18/15	
SERV FOR AUGUST	288.35	04101500-53210	ELECTRICITY	2496057000 9/18/15	
SERV FOR AUGUST	809.58	04201600-53210	ELECTRICITY	0300009027 9/21/15	
SERV FOR AUGUST	952.25	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 09/21/15	
SERV FOR SEPTEMBER	21.78	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 09/21/15	
SERV FOR SEPTEMBER	25.41	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 09/23/15	
SERV FOR SEPTEMBER	48.00	04101500-53210	ELECTRICITY	2073133107 9/21/15	
SERV FOR SEPTEMBER	51.78	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 09/22/15	
SERV FOR SEPTEMBER	55.55	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 09/18/15	
SERV FOR SEPTEMBER	57.22	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 09/22/15	
SERV FOR SEPTEMBER	61.54	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 09/18/15	
SERV FOR SEPTEMBER	63.12	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 9/21/15	
SERV FOR SEPTEMBER	69.66	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 09/18/15	
SERV FOR SEPTEMBER	70.22	01670600-53210	ELECTRICITY	6337409002 09/18/15	
SERV FOR SEPTEMBER	108.99	01670600-53210	ELECTRICITY	4430145023 9/23/15	
SERV FOR SEPTEMBER	109.82	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 9/18/15	
SERV FOR SEPTEMBER	128.46	01670600-53210	ELECTRICITY	2127117053 09/23/15	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SERV FOR SEPTEMBER	132.69	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 09/21/15	
SERV FOR SEPTEMBER	233.64	01670600-53210	ELECTRICITY	5838596003 09/22/15	
	<u>4,096.16</u>				
COMMUNITY CONSOLIDATED SCHOOL #93					
DONATIONS AUGUST 2015	3,540.00	01-24411	DEPOSIT SCHOOL D93 CASH	DONATIONS AUG/15	
	<u>3,540.00</u>				
CONSTELLATION NEW ENERGY					
SEERV FRM 8/11 - 09/09 2015	288.74	04101500-53210	ELECTRICITY	00278014910001	
SERV FOR 8/19 THRU 09/17	2,040.68	04201600-53210	ELECTRICITY	00277824420001	
	<u>2,329.42</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SERVICE - CARPETS	350.00	01680000-52276	JANITORIAL SERVICES	23145	
CLEANING SERVICES - OCTOBER	860.00	01670100-52276	JANITORIAL SERVICES	23193	
CLEANING SERVICES - OCTOBER	1,385.00	01680000-52276	JANITORIAL SERVICES	23193	
	<u>2,595.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV 09/21/15	110.00	01590000-52253	CONSULTANT	092115	
	<u>110.00</u>				
DONALD & SHIRLEY KESMAR					
TEMPORARY & PERMANENT EASEMENT PURCHAS	34,095.40	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	28W511 ST CHARLES	
	<u>34,095.40</u>				
DUPAGE COUNTY RECORDER					
WEED LIEN 688 SHINING WATER	8.00	01580000-52233	RECORDING FEES	201508140180	
WEED LIENS 342 SHELBURNE	24.00	01580000-52233	RECORDING FEES	201508030115A	
	<u>32.00</u>				
DUPAGE WATER COMMISSION					
OPER/MTC AUG/15	545,169.10	04201600-52283	DUPAGE CTY WATER COMMISSIOI	11008	
	<u>545,169.10</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EVERGREEN SUPPLY COMPANY					
LED STREET LIGHTS	28,520.00	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	S700245520.009	
	28,520.00				
GLENBARD NORTH HIGH #87					
DONATINS AUGUST 2015	960.00	01-24408	DEPOSIT SCHOOL 87 CASH	DONATIONS AUG/15	
	960.00				
GOVTEMPSUSA LLC					
OFFICE MGR 09/06	1,384.40	01590000-52253	CONSULTANT	1792619	
OFFICE MGR 09/13	1,384.40	01590000-52253	CONSULTANT	1792620	
PROPERTY INSPECTOR 09/06	576.80	01642100-52253	CONSULTANT	1792617	
PROPERTY INSPECTOR 9/13	576.80	01642100-52253	CONSULTANT	1792618	
	3,922.40				
HBK WATER METER SERVICE INC					
LARGE MTR TESTING PROGRAM	1,656.25	04201400-52282	METER MAINTENANCE	15-500	20160013
LARGE MTR TESTING PROGRAM	3,391.50	04201400-52282	METER MAINTENANCE	15-490	20160013
	5,047.75				
HEALY ASPHALT COMPANY LLC					
ASPHALT	349.77	01670500-53317	OPERATING SUPPLIES	54750MB	
	349.77				
HI VIZ SAFETY WEAR, LLC					
PWKS FALL SWEAT SHIRT ORDER	217.74	04200100-53324	UNIFORMS	72872	
PWKS FALL SWEAT SHIRT ORDER	546.90	01696200-53324	UNIFORMS	72872	
PWKS FALL SWEAT SHIRT ORDER	870.96	04100100-53324	UNIFORMS	72872	
PWKS FALL SWEAT SHIRT ORDER	1,432.70	01670100-53324	UNIFORMS	72872	
	3,068.30				
I D O T (IL STATE TREASURER)					
LOCAL SHR 2015 KUHN RD LAFO	9,939.15	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	108931	20160017
	9,939.15				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
AD FOR PROBATIONARY PWE	50.00	01600000-52228	PERSONNEL HIRING	231	
	50.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ILLINOIS POWER MARKETING					
SRV FRM 8/20 - 9/20	2,241.09	01670300-53213	STREET LIGHT ELECTRICITY	105438415091	
	<u>2,241.09</u>				
JOHN L FIOTI					
LOCAL PROSECUTION - SEPTEMBER	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 80	
LOCAL PROSECUTION - SEPTEMBER	315.00	01570000-52238	LEGAL FEES	C S 80	
	<u>540.00</u>				
KELLOGG BROWN & ROOT					
ROOF RPLMNT AT WRC	88,604.89	04101100-54480	CONSTRUCTION	1800111688	20160020
	<u>88,604.89</u>				
KLEIN, THORPE & JENKINS, LTD					
GERNERAL COUNSEL - AUGUST	676.50	04100100-52238	LEGAL FEES	178021 9/17/15	
GERNERAL COUNSEL - AUGUST	697.00	01510000-52238	LEGAL FEES	178021 9/17/15	
GERNERAL COUNSEL - AUGUST	1,745.00	11740000-52238	LEGAL FEES	178021 9/17/15	
GERNERAL COUNSEL - AUGUST	7,476.64	01570000-52238	LEGAL FEES	178021 9/17/15	
	<u>10,595.14</u>				
LEONARD M BULAT					
DECALS FOR TRAILER	1,580.00	01662700-52244	MAINTENANCE & REPAIR	15-339	
	<u>1,580.00</u>				
MUNICIPAL CLERKS OF DUPAGE CO					
CLERK MTG - OCTOBER	28.00	01580000-52222	MEETINGS	OCT 7 2015	
	<u>28.00</u>				
RAY O'HERRON CO					
AMMUNITION	1,627.33	01662700-53321	AMMUNITION	1533055-IN	
AMMUNITION	5,524.00	01662700-53321	AMMUNITION	1523003-IN	
AMMUNITION	5,984.00	01662700-53321	AMMUNITION	1547772-IN	
AMMUNITION	12,925.00	01662700-53321	AMMUNITION	1536551-IN	
	<u>26,060.33</u>				
REFUNDS MISC					
OVERPAYMENT ON RENTAL LICENSE	25.00	01000000-42309	RENTAL LICENSING PROGRAM	872 NEW BRITTON	
PAID TICKET 231525 TWICE ONLINE 9/24/15	20.00	01000000-45402	ORDINANCE FORFEITS	#231525	
	<u>45.00</u>				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS PRESERVATION BONDS					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1431 WALNUT	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1468 MAGNOLIA WY	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	480 ALEUT	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	745 CYPRESS LN	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	847 KANSAS ST	
DRIVEWAY EXTN BOND REFUND	300.00	01-24302	ESCROW - GRADING	705 SHINING WTR	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	1177 HILLCREST	
	2,000.00				
REFUNDS TAX STAMPS					
TAX STAMP #27033 REFUND	468.00	01000000-41208	REAL ESTATE TRANSFER TAX	1043 ROCKPORT	
TAX STAMP #27052 REFUND	1,023.00	01000000-41208	REAL ESTATE TRANSFER TAX	837 LONGMEADOW	
	1,491.00				
REFUNDS W&S FINALS					
187 SHAFTESBURY FINAL REFUND	11.50	04-12110	ACCOUNT RECEIV WATER & SEWE 19242		
743 BILOXIE CT FINAL REFUND	11.94	04-12110	ACCOUNT RECEIV WATER & SEWE 11034		
844 KANSAS ST FINAL REFUND	23.01	04-12110	ACCOUNT RECEIV WATER & SEWE 12207		
731 AZTEC DR FINAL REFUND	38.86	04-12110	ACCOUNT RECEIV WATER & SEWE 12840		
366 SHELBURNE FINAL REFUND	95.46	04-12110	ACCOUNT RECEIV WATER & SEWE 15152		
503 PARKSIDE FINAL REFUND	130.96	04-12110	ACCOUNT RECEIV WATER & SEWE 16985		
415 ESSEX PL FINAL REFUND	198.54	04-12110	ACCOUNT RECEIV WATER & SEWE 15380		
1281 SPRINGVALLEY DR FINAL RFND	339.20	04-12110	ACCOUNT RECEIV WATER & SEWE 14211		
1469 OXFORD WATER FINAL REFUND	27.28	04-12110	ACCOUNT RECEIV WATER & SEWE 14092		
849 LIES RD WATER FEFUND	647.99	04-12110	ACCOUNT RECEIV WATER & SEWE 21023		
	1,524.74				
ROYALE HOUSE					
TOWN CENTER BRICKS	148.04	01750000-53302	BRICKS	9910	
	148.04				
SAFE STEP LLC					
SAW CUTTING -REMOVE TRIP HAZARDS	1,581.41	01670500-52272	PROPERTY MAINTENANCE	2352	
SAW CUTTING SIDEWALK REMOVE TRIP HAZARD	3,833.16	01670500-52272	PROPERTY MAINTENANCE	2351	
	5,414.57				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SIERRA SYSTEMS INC					
IT CONTRACT SRV W/E 9/19	1,696.00	01652800-52253	CONSULTANT	1805672	
IT CONTRACT- W/E 9/5	1,696.00	01652800-52253	CONSULTANT	1805628	
	3,392.00				
SIKICH LLP					
AUDIT FEES - FY15	625.00	04103100-52237	AUDIT FEES	228961	
AUDIT FEES - FY15	625.00	04203100-52237	AUDIT FEES	228961	
AUDIT FEES - FY15	3,750.00	01520000-52237	AUDIT FEES	228961	
	5,000.00				
SIMPLEX GRINNELL					
ANNUAL SPRINKLER TESTING OCT/15-SEPT/16	560.00	01670400-52244	MAINTENANCE & REPAIR	78054585	
	560.00				
STRAND & ASSOCIATES					
SANITARY SEWER -PROF SRV'S JUL THR AUG	594.20	04101500-52244	MAINTENANCE & REPAIR	0114572	
	594.20				
SUBURBAN LABORATORIES INC					
MONTHLY COMPLIANCE SEPTEMBER	359.00	04201600-52279	LAB SERVICES	127204	
	359.00				
TRANSYSTEMS CORPORATION					
PH III CONST MGMT-KUHN RD LAFO 8/22- 9/18	17,965.96	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2851690-05	20160011
	17,965.96				
TRISOURCE SOLUTIONS LLC					
THERMAL PAPER FOR CC MACHINES	52.00	01612900-53317	OPERATING SUPPLIES	INV 9/14/15	
	52.00				
VERIZON WIRELESS					
PHONE SERV FRM AUG 14 THR SEPT 13	18.01	01643700-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	18.01	01662500-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	36.02	01642100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	38.01	01590000-52230	TELEPHONE	9752302154	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 5, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PHONE SERV FRM AUG 14 THR SEPT 13	59.83	01690100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	77.84	01680000-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	95.85	04101500-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	97.84	01600000-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	113.86	04201600-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	119.66	01662300-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	135.85	04200100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	165.08	01652800-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	180.87	01590000-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	194.30	01610100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	199.99	01652800-54412	OTHER EQUIPMENT	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	299.15	01662400-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	335.17	01620100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	358.98	01664700-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	393.18	01670100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	460.52	01660100-52230	TELEPHONE	9752302154	
PHONE SERV FRM AUG 14 THR SEPT 13	1,711.69	01662700-52230	TELEPHONE	9752302154	
	5,109.71				
WHEATON BANK AND TRUST					
WHEATON BANK FEES AUGUST	229.41	04103100-52256	BANKING SERVICES	7509063 9/16/15	
WHEATON BANK FEES AUGUST	229.41	04203100-52256	BANKING SERVICES	7509063 9/16/15	
WHEATON BANK FEES AUGUST	686.89	01610100-52256	BANKING SERVICES	7509063 9/16/15	
	1,145.71				
GRAND TOTAL	\$994,683.51				

The preceding list of bills payable totaling \$994,683.51 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 10/2/15

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
September 22, 2015 thru October 5, 2015

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 14, 2015 thru Sept 27, 2015	454,293.19
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 14, 2015 thru Sept 27, 2015	<u>38,226.10</u>
				<u><u>492,519.29</u></u>

Approved this _____ day of _____, 2015

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended August 31, 2015

AGENDA ITEM
M-4 10-5-15

	MONTH				YTD				BUDGET					
	Last Year Aug	Current Year Aug	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Sales Tax	\$ 567,031	\$ 582,196	15,165	3%	\$ 2,061,796	\$ 2,201,353	139,557	7%	\$ 6,710,000	\$ 2,121,688	\$ 2,201,353	79,664	4%	
Home Rule Sales Tax	346,657	326,454	(20,203)	-6%	1,251,069	1,247,482	(3,587)	0%	3,960,000	1,252,144	1,247,482	(4,662)	0%	
State Income Tax	215,842	242,049	26,208	12%	1,409,610	1,666,607	256,997	18%	3,881,000	1,423,962	1,666,607	242,645	17%	
Utility Tax - Electricity	178,227	170,840	(7,387)	-4%	621,124	603,172	(17,952)	-3%	1,850,000	615,323	603,172	(12,151)	-2%	
Telecommunications Tax	101,643	102,557	914	1%	441,277	424,032	(17,245)	-4%	1,210,000	429,817	424,032	(5,785)	-1%	
Fines (Court, Ord., ATLE, Towing)	100,452	135,397	34,945	35%	502,312	583,983	81,671	16%	1,625,000	528,717	583,983	55,267	10%	
Natural Gas Use Tax	14,389	15,192	803	6%	129,483	115,059	(14,424)	-11%	570,000	113,644	115,059	1,415	1%	
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	144,814	160,315	15,501	11%	770,904	863,691	92,787	12%	2,298,500	857,731	863,691	5,960	1%	
Licenses (Vehicle, Liquor, etc.)	21,309	9,587	(11,722)	-55%	409,600	372,678	(36,922)	-9%	601,500	400,323	372,678	(27,645)	-7%	
Cable Franchise Fees	-	-	-	0%	152,431	262,484	110,053	72%	650,000	216,667	262,484	45,817	21%	
Building Permits	40,187	83,076	42,889	107%	231,572	271,208	39,636	17%	522,500	210,000	271,208	61,208	29%	
Fees for Services	44,402	72,200	27,798	63%	233,765	228,301	(5,463)	-2%	609,500	244,367	228,301	(16,065)	-7%	
Interest Income	3,405	620	(2,786)	-82%	10,786	1,661	(9,125)	-85%	5,000	1,667	1,661	(6)	0%	
All Other / Miscellaneous	43,335	60,893	17,558	41%	188,818	254,984	66,165	35%	1,189,000	406,000	254,984	(151,016)	-37%	
Revenue Totals	1,821,693	1,961,376	139,683	8%	8,414,546	9,096,694	682,148	8%	25,682,000	8,822,049	9,096,694	274,645	3%	
EXPENDITURES														
Fire & Police Commission	870	1,050	180	21%	7,520	9,023	1,503	20%	28,011	9,336	9,023	(313)	-3%	
Legislative Board	24,864	3,810	(21,054)	-85%	83,194	15,456	(67,737)	-81%	141,878	63,016	15,456	(47,559)	-75%	
Plan Commission & ZBA	381	390	9	2%	1,925	1,793	(132)	-7%	5,243	1,748	1,793	45	3%	
Legal Services	11,452	33,210	21,758	190%	89,715	107,235	17,520	20%	320,000	106,668	107,235	567	1%	
Village Clerk	2,791	2,841	50	2%	12,397	11,018	(1,379)	-11%	38,874	13,306	11,018	(2,288)	-17%	
Administration	109,165	53,811	(55,354)	-51%	345,217	285,538	(59,679)	-17%	921,723	294,202	285,538	(8,663)	-3%	
Employee Relations	20,409	20,279	(131)	-1%	83,187	85,520	2,332	3%	310,225	106,365	85,520	(20,846)	-20%	
Financial Management	59,096	53,336	(5,760)	-10%	315,568	297,960	(17,608)	-6%	872,540	324,276	297,960	(26,317)	-8%	
Engineering Services	99,220	68,951	(30,270)	-31%	378,690	325,875	(52,815)	-14%	1,198,002	409,791	325,875	(83,916)	-20%	
Community Development	73,355	81,031	7,676	10%	313,876	285,434	(28,442)	-9%	1,111,988	380,335	285,434	(94,900)	-25%	
Information Services	25,328	44,841	19,514	77%	190,790	171,060	(19,730)	-10%	972,291	327,933	171,060	(156,873)	-48%	
Police	1,299,362	943,327	(356,035)	-27%	4,674,874	4,555,088	(119,786)	-3%	13,763,102	4,850,086	4,555,088	(294,998)	-6%	
Public Works	313,964	263,246	(50,718)	-16%	1,134,455	1,049,095	(85,360)	-8%	3,825,460	1,263,363	1,049,095	(214,268)	-17%	
Municipal Building	51,286	30,587	(20,699)	-40%	148,582	118,835	(29,746)	-20%	754,728	129,343	118,835	(10,508)	-8%	
Municipal Garage	29,808	(3,072)	(32,880)	-110%	44,407	4,511	(39,897)	-90%	-	-	4,511	4,511	100%	
Transfers and Agreements	-	-	-	0%	169,196	-	(169,196)	-100%	1,375,000	173,333	-	(173,333)	-100%	
Town Center	31,180	15,969	(15,211)	-49%	45,107	38,706	(6,400)	-14%	42,935	42,935	38,706	(4,229)	-10%	
Expenditure Totals	2,152,531	1,613,607	(538,924)	-25%	8,038,699	7,362,147	(676,552)	-8%	25,682,000	8,496,036	7,362,147	(1,133,889)	-13%	
Net Increase / (Decrease)	(330,838)	347,769	678,608		375,847	1,734,547	1,358,700		-	326,013	1,734,547	1,408,534		

Village of Carol Stream
Water and Sewer Fund Budget Summary
 For the Month Ended August 31, 2015

	MONTH				YTD				BUDGET				
	Last Year Aug	Current Year Aug	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Water Billings	\$ 560,333	\$ 764,637	204,304	36%	\$ 2,183,657	\$ 2,536,474	352,817	16%	\$ 6,750,000	\$ 2,391,620	\$ 2,536,474	144,855	6%
Sewer Billings	200,730	288,389	87,659	44%	783,938	962,704	178,766	23%	2,550,000	951,197	962,704	11,507	1%
Penalties/Admin Fees	15,913	12,083	(3,830)	-24%	54,866	58,894	4,028	7%	164,000	54,667	58,894	4,227	8%
Connection/Expansion Fees	17,800	34,610	16,810	94%	97,768	57,637	(40,132)	-41%	93,000	31,000	57,637	26,637	86%
Interest Income	4,609	572	(4,037)	-88%	17,556	1,625	(15,931)	-91%	14,000	4,667	1,625	(3,042)	-65%
Rental Income	41,427	12,812	(28,615)	-69%	89,092	47,496	(41,596)	-47%	100,000	33,333	47,496	14,163	42%
All Other / Miscellaneous	808	5,464	4,656	577%	81,687	86,014	4,327	5%	92,000	10,667	86,014	75,348	706%
Revenue Totals	841,620	1,118,567	276,946	33%	3,308,565	3,750,845	442,280	13%	9,763,000	3,477,150	3,750,845	273,695	8%
EXPENDITURES													
Salaries & Benefits	94,451	89,733	(4,718)	-5%	391,683	382,951	(8,732)	-2%	1,318,433	456,381	382,951	(73,429)	-16%
Purchase of Water	434,456	478,530	44,074	10%	1,644,753	1,855,395	210,642	13%	5,655,000	1,718,199	1,855,395	137,196	8%
WRC Operating Contract	265,374	136,668	(128,707)	-49%	635,131	545,483	(89,647)	-14%	1,765,013	588,338	545,483	(42,855)	-7%
Maintenance & Operating	159,647	80,117	(79,530)	-50%	380,430	621,546	241,116	63%	1,645,616	548,539	621,546	73,007	13%
IEPA Loan P&I	-	-	-	0%	-	-	-	0%	428,650	-	-	-	0%
DWC Loan P&I	-	59,833	59,833	100%	-	59,833	59,833	100%	59,834	-	59,833	59,833	100%
Capital Outlay	395,525	45,588	(349,937)	-88%	533,706	374,756	(158,949)	-30%	3,729,000	1,500,000	374,756	(1,125,244)	-75%
Expenditure Totals	1,349,454	890,470	(458,984)	-34%	3,585,702	3,839,965	254,263	7%	14,601,546	4,811,456	3,839,965	(971,491)	-20%
Net Increase / (Decrease)	(507,834)	228,096	735,930		(277,137)	(89,120)	188,017		(4,838,546)	(1,334,306)	(89,120)	1,245,186	

Village of Carol Stream
Capital Budget Summary
For the Month Ended August 31, 2015

	MONTH				YTD				BUDGET*		
	Last Year Aug	Current Year Aug	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 13,523	\$ 2,947	(10,575)	-78%	\$ 13,523	\$ 5,902	(7,621)	-56%	\$ 730,000	\$ 5,902	1%
Interest Income	17,252	944	(16,308)	-95%	32,134	2,770	(29,364)	-91%	15,000	2,770	18%
All Other / Miscellaneous	312	-	(312)	-100%	50,903	18,276	(32,627)	-64%	346,000	18,276	5%
Revenue Totals	31,087	3,891	(27,195)	-87%	96,560	26,948	(69,612)	-72%	1,091,000	26,948	2%
EXPENDITURES											
Roadway Improvements	283,672	142,217	(141,455)	-50%	2,768,310	3,012,984	244,674	9%	4,650,000	3,012,984	65%
Facility Improvements	-	-	-	0%	-	-	-	0%	90,000	-	0%
Stormwater Improvements	-	10,292	10,292	100%	-	10,292	10,292	100%	507,000	10,292	2%
Miscellaneous	-	923	923	100%	-	3,385	3,385	100%	5,000	3,385	68%
Expenditure Totals	283,672	153,432	(130,240)	-46%	2,768,310	3,026,662	258,352	9%	5,252,000	3,026,662	58%
Net Increase / (Decrease)	(252,586)	(149,541)	103,045	-41%	(2,671,750)	(2,999,714)	(327,964)	12%	(4,161,000)	(2,999,714)	72%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 263,561	\$ -	(263,561)	-100%	\$ 693,770	\$ 235,365	(458,405)	-66%	\$ 966,000	\$ 235,365	24%
Interest Income	169	167	(2)	-1%	629	460	(169)	-27%	500	460	92%
Revenue Totals	263,730	167	(263,563)	-100%	694,399	235,824	(458,575)	-66%	966,500	\$ 235,824	24%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	47,321	-	(47,321)	-100%	135,000	-	0%
Expenditure Totals	-	-	-	0%	47,321	-	(47,321)	100%	135,000	-	0%
Net Increase / (Decrease)	263,730	167	(263,563)	-100%	647,078	235,824	(411,253)	-64%	831,500	235,824	28%

* 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 August 31, 2015

	MONTH				YTD				BUDGET				
	Last Year Aug	Current Year Aug	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ 18,577	18,577	100%	\$ 247,660	\$ 209,265	\$(38,394)	-16%	\$ 475,000	\$ 237,500	\$ 209,265	(28,235)	-12%
Interest Income	19	10	(8)	-44%	69	38	(31)	-45%	200	67	38	(29)	-43%
Village Contribution	-	-	-	0%	45,104	-	(45,104)	-100%	55,000	18,333	-	(18,333)	-100%
Revenue Totals	19	18,587	18,569	99564%	292,833	209,303	(83,529)	-29%	530,200	255,900	209,303	(46,596)	-18%
EXPENDITURES													
Principal Retirement	-	-	-	0%	-	-	-	0%	265,000	-	-	-	0%
Interest Expense	-	-	-	0%	58,480	27,240	(31,240)	-53%	54,480	27,240	27,240	-	0%
Paying Agent Fees	3,000	3,000	-	0%	3,000	3,000	-	0%	3,500	1,500	3,000	1,500	100%
Expenditure Totals	3,000	3,000	-	0%	61,480	30,240	(31,240)	-51%	322,980	28,740	30,240	1,500	5%
Net Increase / (Decrease)	(2,981)	15,587	18,569	-623%	231,353	179,063	(52,289)	-23%	207,220	227,160	179,063	(48,096)	-21%
NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 7,379	\$ 7,239	\$(139)	-2%	\$ 14,000	\$ 7,000	\$ 7,239	\$ 239	3%
Sales Taxes	-	-	-	0%	-	-	-	0%	120,000	40,000	-	(40,000)	-100%
Interest Income	0	2	2	1167%	1	5	5	727%	-	-	5	5	100%
Village Contribution	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	0	2	2	1167%	7,379	7,245	(135)	-2%	134,000	47,000	7,245	(39,755)	-85%
EXPENDITURES													
Legal Fees	-	328	328	100%	39	328	289	741%	4,000	1,332	328	(1,004)	-75%
Consulting Fees	-	-	-	0%	-	-	-	0%	2,000	1,000	-	(1,000)	-100%
Other Expenses	-	-	-	0%	-	22,602	22,602	100%	151,000	50,000	22,602	(27,398)	-55%
Expenditure Totals	-	328	328	100%	39	22,930	22,891	58695%	157,000	52,332	22,930	(29,402)	-56%
Net Increase / (Decrease)	0	(326)	(326)		7,340	(15,685)	(23,026)		(23,000)	(5,332)	(15,685)	(10,353)	

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended August 31, 2015

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ (415,999)	\$ 438,125	854,124	-205%	\$ 530,115	\$ (101,156)	(631,271)	-119%	\$ 3,300,100	\$ 1,100,033	\$ (101,156)	(1,201,189)	-109%
Employee Contributions	40,308	42,651	2,343	6%	185,942	191,594	5,652	3%	570,000	197,308	191,594	(5,713)	-3%
Village Contribution	137,653	142,162	4,510	3%	550,610	568,648	18,038	3%	1,705,946	568,648	568,648	-	0%
Other Revenues	-	33,582	33,582	100%	-	33,582	33,582	100%	-	-	33,582	33,582	100%
Revenue Totals	(238,038)	656,520	894,559	-376%	1,266,667	692,668	(573,999)	-45%	5,576,046	1,865,989	692,668	(1,173,321)	-63%
EXPENDITURES													
Investment and Admin Fees	14,505	12,856	(1,649)	-11%	96,696	35,133	(61,563)	-64%	150,000	50,000	35,133	(14,867)	-30%
Participant Benefit Payments	157,923	174,487	16,564	10%	611,568	687,045	75,477	12%	2,235,500	684,575	687,045	2,470	0%
Expenditure Totals	172,428	187,343	14,915	9%	708,264	722,178	13,914	2%	2,385,500	734,575	722,178	(12,397)	-2%
Net Increase / (Decrease)	(410,466)	469,177	879,643		558,403	(29,510)	(587,914)		3,190,546	1,131,414	(29,510)	(1,160,924)	

Village of Carol Stream
Schedule of Cash and Investment Balances
 August 31, 2015

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 8/31/2014
GENERAL FUND	\$ 868,339.98	\$ 13,249,694.73	\$ 14,118,034.71	\$ 14,044,725.80
WATER & SEWER FUND	704,381.97	12,367,836.93	13,072,218.90	14,676,267.02
CAPITAL PROJECTS FUND	-	19,873,226.03	19,873,226.03	21,313,019.71
MFT FUND	-	3,513,546.12	3,513,546.12	2,613,725.44
GENEVA CROSSING TIF FUND	-	1,248,850.54	1,248,850.54	2,192,129.07
NORTH/SCHMALE TIF FUND	-	47,999.25	47,999.25	18,037.69
POLICE PENSION FUND	527,567.90	40,940,718.49	41,468,286.39	39,305,301.79
TOTAL	<u>\$ 2,100,289.85</u>	<u>\$ 91,241,872.09</u>	<u>\$ 93,342,161.94</u>	<u>\$ 94,163,206.52</u>