

# *Village of Carol Stream*

## **BOARD MEETING**

### **AGENDA**

**July 18, 2016**

**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 June 20, 2016 Village Board Meeting.
2. Approval but not Release of the Executive Session Minutes of the June 20, 2016 Village Board Meeting.

#### **C. LISTENING POST:**

1. Illinois State Representative Jeanne Ives & Illinois State Senator Michael Connelly – Springfield Update.
2. Resolution No. 2887 Recognizing Dan Hoffman upon his Retirement from the Village of Carol Stream Police Department.
3. Introduction of New Code Professional Michelle Noyes.
4. Year of the Business Spotlight: Village Tavern & Grill, Owner Mike Coughlan.
5. 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:**

1. Plan Commission/Zoning Board of Appeals
  - a. #16140 – Dermody Properties-365 E. North Avenue  
*Gary/North Avenue Corridor Review*  
**APPROVED SUBJECT TO CONDITIONS 6-0**  
*Final Plat of Subdivision*  
**RECOMMENDED APPROVAL 6-0**

# Village of Carol Stream

## BOARD MEETING

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#### **G. OLD BUSINESS:**

#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Desktop Computer Equipment Purchase-Recommendation to Waive Competitive Bidding. *Staff recommends purchasing 37 new computers from MNJ Technologies and waiving competitive bidding for a total cost of \$31,105.53.*
2. Purchase of Two Ford F150 Pickup Trucks. *Staff recommends the purchase of two Ford F150 Pickup Trucks from Roesch Ford Commercial Truck Center through Suburban Purchasing Cooperative Contract #148 in the amount of \$39,980.00.*
3. 2016 Drainage Improvements Project-Request to Award Contract. *Staff recommends awarding a contract with regard to the 2016 Drainage Improvements Project to Norvilla, LLC at a cost of \$130,997.56.*
4. 2016 Asphalt Rejuvenator Project-Request to Award Contract. *Staff recommends awarding a contract with regard to the 2016 Asphalt Rejuvenator Project to American Road Maintenance for a cost not to exceed \$315,000.00.*
5. 2016 Asphalt Restorative Sealer-Request to Waive Competitive Bids and Award Contract. *Staff recommends waiving competitive bids and awarding a contract with regard to the 2016 Asphalt Restorative Sealer Project to CAM, LLC in the amount of \$64,069.28.*
6. PUSH Wellness Program. *Staff recommends implementing the PUSH Wellness Program to village employees on a trial basis at a cost not to exceed \$32,000.00.*
7. Collective Bargaining Agreement between the Village of Carol Stream and Illinois Fraternal Order of Police Labor Council Effective May 1, 2015-April 30, 2018. *This 3 year labor contract between the Village and the FOP representing the Village's Police Patrol Officers provides terms and conditions for wages, hours and working conditions.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

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7:30 P.M.

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#### **I. ORDINANCES:**

1. Ordinance No. \_\_\_\_ Amending the Provisions of the Carol Stream Code of Ordinances, Chapter 5, Taxation and Finance, Article 8, Purchases and Contracts. *Approval of this Ordinance will allow awarding a contract for services or purchases over \$20,000 without being required to continuously waive competitive bidding.*
2. Ordinance No. \_\_\_\_ Amending the Provisions of the Carol Stream Code of Ordinances, Chapter 10, Business Licenses and Regulation, Article 10, Sexually Oriented Businesses and Chapter 11, Intoxicating Liquor, Article 2, Alcoholic Liquor Dealers. *Approval of this Ordinance prohibits the sale and consumption of alcohol in sexually oriented businesses and identifying conduct prohibited in licensed premises.*
3. Ordinance No. \_\_\_\_ Amending the Fiscal Year 2016/17 Village Budget to Establish a WSE I Position within the Public Works Department. *Staff recommends creation of a new WSE I Position within the Public Works Department and the elimination of an unfilled Water Employee position resulting in no increase in the authorized headcount.*
4. Ordinance No. \_\_\_\_ Amending Chapters 9-1-5 of the Health Code and 10-6-4 of the Scavenger Licensing Code Regarding Hours of Refuse Collection from Commercial Properties. *Approval of this Ordinance regulates Commercial Refuse Collection Hours 7am to 7pm Monday thru Friday and those few Saturdays when a national holiday is observed on the preceding Monday of that same collection week.*

#### **J. RESOLUTIONS:**

1. Resolution No. \_\_\_\_ Authorizing a Final Plat of Consolidation (Dermody Properties-365 E. North Avenue). *This request was recommended for approval by the Plan Commission/Zoning Board of Appeals on July 11, 2016.*

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2. Resolution No. \_\_\_\_ Declaring Surplus Property owned by the Village of Carol Stream. *Approval of this Resolution will allow surplus vehicles awarded to the Village go to auction.*

#### **K. NEW BUSINESS:**

1. Raffle License Application – American Cancer Society. *The American Cancer Society is asking for approval to waive the raffle license fee and Manager's Fidelity Bond for a raffle to be held at their annual Relay for Life of Carol Stream. This raffle was held on Saturday, June 25<sup>th</sup> and was given verbal approval at the previous June 20<sup>th</sup> Village Board meeting.*
2. Requests by Organic Soils, Inc. for a Second Extension of the Special Use Permit for a Landscape Waste Transfer Facility and for an Amendment to the Lease Agreement for Village-Owned Property at 295 Kuhn Road.

#### **L. PAYMENT OF BILLS:**

1. Regular Bills: June 21, 2016, through July 5, 2016.
2. Addendum Warrants: June 21, 2016 through July 5, 2016.
3. Regular Bills: July 6, 2016 through July 18, 2016.
4. Addendum Warrants: July 6, 2016 through July 18, 2016.

#### **M. REPORT OF OFFICERS:**

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

*Village of Carol Stream*

**BOARD MEETING**

**AGENDA**

**July 18, 2016**

**7:30 P.M.**

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**N. EXECUTIVE SESSION:**

**O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2016-06-30</b>	<b>LAST RESOLUTION</b>	<b>2886</b>
<b>NEXT ORDINANCE</b>	<b>2016-07-31</b>	<b>NEXT RESOLUTION</b>	<b>2887</b>

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

**June 20, 2016**

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

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

Absent: Trustee Mary Frusolone and Village Clerk Laura Czarnecki

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes, and Assistant Village Attorney Mallory Milluzzi

\*All persons physically present at meeting unless noted otherwise

**MINUTES:**

*Trustee LaRocca moved and Trustee McCarthy made the second to approve the Minutes of the June 6, 2016 Special Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees Hennessey, LaRocca, Gieser and McCarthy*

*Abstain: 1 Trustee Schwarze*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

*Trustee Hennessey moved and Trustee Gieser made the second to approve the Minutes of the June 6, 2016 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees Hennessey, LaRocca, Gieser and McCarthy*

*Abstain: 1 Trustee Schwarze*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

*Trustee McCarthy moved and Trustee Hennessey made the second to approve, but not release the Minutes of the June 6, 2016 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees Hennessey, LaRocca, Gieser and McCarthy*

*Abstain: 1 Trustee Schwarze*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

**LISTENING POST:**

- 1. Introduction-Public Works Employee Daniel Lojewski. Director of Public Works Phil Modaff introduced new Public Works employee Daniel Lojewski.*
- 2. Year of the Business Spotlight: Family HealthMart Pharmacy and Home Medical-Nancy Thomas, Owner. Trustee Gieser introduced Nancy & Phil Thomas who spoke about their wonderful business experience in Carol Stream for the past 30 years.*
- 3. Resolution No. 2884 Recognizing Keith Paglia upon his Retirement from the Village of Carol Stream, Department of Public Works. Resolution read by Trustee LaRocca.*

*Trustee McCarthy moved and Trustee LaRocca made the second to approve Resolution No. 2884 Recognizing Keith Paglia upon his Retirement from the Village of Carol Stream, Department of Public Works.*

*Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

- 4. Proclamation Designating June 20<sup>th</sup>-26<sup>th</sup> as Pollinator Week. Proclamation read by Trustee McCarthy.*
- 5. Addresses from Audience (3 Minutes).*

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

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

*Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

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

*Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

1. Administration Copier Lease Proposal recommendation to Waive Competitive Bidding.
2. Recommendation to Purchase Large Water Meters from authorized Sole Supplier-HD Supply in Carol Stream and Waive Competitive Bidding.
3. Local Public Agency Amendment #1 for Federal Participation-West Branch DuPage River/Fair Oaks Road Trail-Phase III Construction Engineering.
4. Relay for Life Carol Stream-Request for Approval of a Temporary Waiver to the Code of Ordinances to allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver.
5. Ordinance No. 2016-06-30 of the Village of Carol Stream, DuPage County, Illinois ascertaining the Prevailing Rate of Wages for Laborers, Workers and Mechanics employed on Public Works Projects of said Village.
6. Resolution No. 2885 Authorizing the Execution of an Extension to Tolling Agreement by and between the Village of Carl Stream and the Illinois Metropolitan Investment Fund.

7. Raffle License Application-DuPage Social Services Association.
8. Sound Amplification Permit-Outreach Community Center.
9. Payment of Regular and Addendum Warrant of Bills from June 7, 2016 through June 20, 2016.
10. Treasurer's Report for the Month Ended May 31, 2016.

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

*Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Frusolone*

*The motion passed.*

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

**Administration Copier Lease Proposal Recommendation to Waive Competitive Bidding:**

*The Village Board approved waiving competitive bidding and a 36 month lease agreement with Canon USA Direct to lease a Canon Image Runner Advance C7270 for an annual cost of \$10,631.*

**Recommendation to Purchase Large Water Meters from Authorized Sole Supplier-HD Supply in Carol Stream and Waive Competitive Bidding:**

*The Village Board approved waiving competitive bidding and the purchase of large water meters from HD Supply in the amount of \$101,152.78.*

**Local Public Agency Amendment #1 for Federal Participation-West Branch DuPage River/Fair Oaks Road Trail-Phase III Construction Engineering:**

*The Village Board approved Amendment #1 for Federal Participation-West Branch DuPage River/Fair Oaks Road Trail for a cost savings of \$12,320.00.*

**Relay for Life Carol Stream-Request for Approval of a Temporary Waiver to the Code of Ordinances to allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver:**

*The Village Board approved the waiver of the temporary sign permit fee and temporary waiver to the Sign Code with regard to the Relay for Life.*

**Ordinance No. 2016-06-30 of the Village of Carol Stream, DuPage County, Illinois ascertaining the Prevailing Rate of Wages for Laborers, Workers and Mechanics employed on Public Works Projects of said Village:**

*The Village Board approved the Prevailing Wage Ordinance as mandated by State law.*

**Resolution No. 2885 Authorizing the Execution of an Extension to Tolling Agreement by and between the Village of Carol Stream and the Illinois Metropolitan Investment Fund:**

*The Village Board approved the Extension to Tolling Agreement to ensure continuation until January 31, 2017.*

**Raffle License Application-DuPage Social Services Association:**

*The Village Board approved waiving the raffle license fee and Manager's fidelity Bond and issuing a raffle license to DuPage Social Services Association for their 3<sup>rd</sup> Annual Adult Protective Services Conference on July 13, 2016.*

**Sound Amplification Permit-Outreach Community Center:**

*The Village Board approved waiving the sound amplification permit fee and issuing an amplification permit to Outreach Community Center for their outdoor community bbq in conjunction with the National Night Out Against Crime event on August 2, 2016.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of the Regular Bills dated June 20, 2016 in the amount of \$1,362,744.51. The Village Board approved the payment of the Addendum Warrant of Bills from June 7, 2016 thru June 20, 2016 in the amount of \$561,043.94.*

**Treasurer's Report:**

*The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended May 31, 2016.*

**Non-Consent Agenda**

**Installation of a Temporary Construction Sign on the Landscape Waste Transfer Facility Site (295 Kuhn Road):**

*This item was removed from the consent agenda.*

*Village Manager Breinig gave a quick synopsis of this request, primarily for new residents who recently moved into Carol Stream. This sign will inform residents of the status of the project.*

*Trustee Schwarze moved and Trustee LaRocca made the second to eliminate "coming soon" from the sign and location determined by staff.*

Ayes: 2 Trustees LaRocca and Schwarze  
Nays: 3 Trustees Hennessey, Gieser and McCarthy  
Absent: 1 Trustee Frusolone

*The motion failed.*

*Trustee Hennessey moved and Trustee McCarthy made the second to approve subject to petitioner request for an extension after July 31, 2016 and elimination of the words "coming soon" from the sign and sign placement in a location that can be seen by traffic.*

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy  
Nays: 0  
Absent: 1 Trustee Frusolone

*The motion passed.*

**Presentation of WRC Annual Report:**

*This item was removed from the consent agenda.*

*Annual Report presented by Water Reclamation Center Plant Operator Dan Hughes.*

**Resolution No. 2886 Authorizing the Execution of a Letter of Intent to Participate in the DuPage Judicial Information System (DUJIS):**

*This item was removed from the consent agenda.*

*Village Manager Breinig explained that the current Police Records management system will no longer be supported by DuPage County necessitating the need to purchase a new system.*

*Trustee Schwarze moved and Trustee Hennessey made the second to approve Resolution 2886 authorizing the Execution of a Letter of Intent to Participate in the DuPage Judicial Information System (DUJIS).*

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee Frusolone

The motion passed.

**Report of Officers:**

Trustee LaRocca welcomed Daniel Lojewski and congratulated Keith Paglia on his retirement and dedicated service to the community. Please donate to the Memorial Park Veterans Fund.

Trustee Gieser feels it is a great thing to have a new employee introduced to the Village Board, welcomed Daniel Lojewski and congratulated Keith Paglia on his retirement and dedicated service to the community. July 4<sup>th</sup> parade is at 10:00 a.m. Parade applications due by July 1<sup>st</sup>. Thank you Village staff for helping out with the parade. He stated he had an opportunity to represent the Village of Carol Stream at FIC America at their 20<sup>th</sup> Anniversary in Carol Stream.

Trustee Schwarze welcomed Daniel Lojewski and congratulated Keith Paglia on his retirement and dedicated service to the community. Please shop Carol Stream.

Trustee Hennessey stated have a safe holiday weekend.

Trustee McCarthy stated we will hate to lose Keith Paglia. He stated we had a great start to the Thursday night concerts.

Village Manager Breinig reminded that vehicle sticker deadline is June 30<sup>th</sup>. Please remember our troops as we celebrate the 4<sup>th</sup> of July.

Trustee McCarthy moved and Trustee Hennessey made the second to cancel the July 5, 2016 meeting.

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee Frusolone

The motion passed.



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

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

**July 11, 2016**

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Linda Bailey, Community Development Secretary to call the roll.

The results of the roll call were:

Present: Chairman Frank Parisi, Commissioners David Creighton, Frank Petella, Dee Spink  
John Meneghini and Charlie Tucek.

Absent: Commissioner Angelo Christopher

Also Present: Tom Farace, Planning and Economic Development Manager, Linda Bailey,  
Community Development Secretary.

**MINUTES:**

Commissioner Spink moved and Commissioner Petella made the second to approve the minutes of the meeting of May 9, 2016.

The results of the roll call vote were:

Ayes: 5 Chairman Parisi and Commissioners Petella, Tucek, Spink and Creighton.

Nays: 0

Abstain: 1 Commissioner Meneghini.

Absent: 1 Commissioner Christopher.

**PUBLIC HEARING:**

Commissioner Creighton moved and Commissioner Spink made the second to open the Public Hearing.

The motion passed by unanimous vote.

Commissioner Spink moved and Commissioner Creighton made the second to close the Public hearing.

The motion passed by unanimous vote.

**PRESENTATION:**

**Case # 16140, Dermody Properties – 365 E. North Avenue**

*Gary/North Avenue Corridor Review  
Final Plat of Subdivision*

Chairman Parisi swore in the witnesses, Mr. Berchicci, Sr. Vice President of Dermody Properties, 2860 S. River Road, Suite 480, Des Plaines, IL 60018, Harlan Stoa of Harris Architects Inc., 4801 Emerson Avenue Suite 210, Palatine, IL 60067, David R. McCallum of David R. MacCallum Associates Inc., 350

N Milwaukee Avenue, Libertyville, IL 60048, Jeff Jacob of Jacob & Hefner Associates, Inc., 1910 S Highland Avenue, Suite 100, Lombard, IL 60148.

Mr. Lou Berchicci stated that he is the regional Vice President for Dermody Properties; he stated that his company purchased the property at 365 E. North Avenue, and there is a vacant building on the property. He stated that they will be demolishing the vacant building and will be constructing a new 376,400 sq. ft. distribution center. Mr. Berchicci described the architectural design, the construction materials, lighting and landscaping for the new building, he also stated that the goal for the building is for one tenant, but the building is being setup for four tenants if need be. He stated that they will be extending Phillips Ct to Schmale Road and this will allow some of traffic to exit onto Schmale Road instead of all the traffic exiting onto North Avenue.

Chairman Parisi asks for any questions from the audience.

There were no questions from the audience.

Chairman Parisi asks Mr. Farace for the staff report. Mr. Farace stated that the petitioner was requesting North Avenue Corridor (NAC) approval and approval of a Plat of Consolidation. He gave a brief overview of the staff report, he stated that the property with the current vacant building is on the southern lot and the northern lot is vacant. He stated that the two lots will be consolidated into one 25 acre lot. He stated that the existing building will be demolished and new building of close to 400,000 sq. ft. will be constructed. He stated with regards to the NAC review the building will be centrally located on the property and there will be parking on the north and south sides of the property, and docks on the east and west sides of the building. He also stated that there will also be detention facilities on the west side of the property and there will be landscaping for screening around the building, along North Avenue frontage and along the detention basins. He stated that the existing curb cuts along North Avenue will remain and the petitioner will be extending Phillips Court to Schmale Road for a second means of egress for truck traffic. He stated that from a circulation perspective the petitioner's site plan has been designed to separate out automobile and truck traffic as much as possible. He stated that what is being proposed to screen the dock areas is landscaping and a ten foot tall precast screen wall that will match the materials of the building. He stated that the building will be precast concrete with a building design that has a combination of building design accents. He stated that the building design meets the NAC regulations. He stated that in regards to the ground sign that is being proposed, the sign will be located along North Avenue near the southeast curb cut. He stated that sign will be constructed out of stone veneer columns with a limestone cap topping, and will also have landscaping around the sign. He stated that the ground sign design meets the NAC regulations. He stated staff is recommending approval for the request for the North Avenue Corridor Review and the Plat of Consolidation.

He stated that the plan meets our Comprehensive Plan designation for this property which is for industrial and office use.

Chairman Parisi asks Commissioners for any questions.

Commissioner Meneghini wanted to know if there was a left turn lane northbound on Schmale Road onto Phillips Court.

Mr. Farace stated that there was a left turn lane off of Schmale Road.

Commissioner Petella wanted to know who owned the vacant lot behind property with the vacant building on it. Commissioner Petella wanted to know if the landscaping along the southwest corner of the building along the detention area will it be salt resistant and how far will the landscaping be from the property line. Commissioner Petella wanted to know if the parapet walls will be high enough to hide all the mechanical on the top of the building. Commissioner Petella wanted to know if there would be any overnight parking of trucks. Commissioner Petella wanted to know if there was a place on the property if there would ever be a need in the future for land banking.

Mr. Berchicci stated that the two properties were owned by First Industrial Realty Trust.

Mr. McCallum stated the landscaping will be about 100 feet from the property line and the species that have been selected are salt tolerant.

Mr. Berchicci stated that one of the conditions of approval is all mechanicals will be screened.

Mr. Farace stated that there will not be any overnight parking. Mr. Farace stated that if there was a need for land banking in the future they could reconfigure the dock areas for land banking if needed.

Commissioner Spink wanted to know what type of businesses the petitioner is looking for to move into the building. Commissioner Spink wanted to know if Phillips Court will be able to handle heavy truck traffic.

Mr. Berchicci stated they will be looking for a traditional distribution business.

Mr. Farace stated that Phillips Court will be constructed to meet the village's standards.

Commission Creighton wanted to know where the trash enclosures would be located. Commission Creighton wanted to know if the parking requirements change depending on the type of tenant. Commission Creighton wanted to know if there was anything in the code that provides guidelines when it comes to the screening walls.

Mr. Farace stated that trash enclosures would be located at the northwest corner of the property. Mr. Farace stated that the parking requirements are based on the square footage of the building. Mr. Farace stated in regard to the screening wall, you should not be able to see the dock area at all.

Commissioner Tucek wanted to know if the predicted truck traffic increases, when would a turn lane would be added to North Avenue curb cuts.

Mr. Farace stated that staff did look into a turn lane on North Avenue and did not believe it would be necessary at this time.

Chairman Parisi wanted to know the depth of the detention area. Chairman Parisi wanted to know if the petitioner was proposing to go over the detention pond with a culvert that would connect this property to the property to the west. Chairman Parisi wanted to know if there was a cross access agreement between the two properties.

Mr. Jacob stated the detention area is 6.8 feet in depth and there is only 6 inches of water at the bottom of the detention area. Mr. Jacob stated that there is not a proposed connection to the property to the west by the detention area.

Mr. Berchicci stated that there is a cross access agreement between the two properties.

Commissioner Meneghini moved and Commissioner Petella made the second to approve the request for the North Avenue Corridor Review and the Plat of Consolidation with the staff recommendations. The Plat of Consolidation will go before the Village Board on July 18, 2016 at 7:30 PM.

The results of the roll call vote were:

Ayes:	6	Chairman Parisi and Commissioners Petella, Tucek, Spink, Meneghini and Creighton.
Nays:	0	

Abstain: 0

Absent: 1 Commissioner Christopher.

Chairman Parisi reminded the applicant that the request for the Plat of Consolidation will go before the Village Board on Monday, July 18, 2016, at 7:30 PM for final action.

**NEW BUSINESS:**

Cancellation of the July 25, 2016 Plan Commission meeting.

Commissioner Meneghini moved and Commissioner Petella made the second to cancel the July 25, 2016 Plan Commission meeting.

The motion passed by unanimous vote.

**ADJOURNMENT:**

At 7:40 p.m. Commissioner Spink moved and Commissioner Creighton made the second to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Linda Bailey  
Community Development Secretary

Minutes approved by Plan Commission on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chairman

**A RESOLUTION HONORING  
DANIEL M. HOFFMAN UPON HIS RETIREMENT FROM  
THE VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Dan Hoffman joined the Carol Stream Police Department as a Patrol Officer on March 28, 1988; and,

WHEREAS, Dan Hoffman served as an officer in the Community Problem Orientated Policing Unit from March 1994 to January 1999; and,

WHEREAS, Dan Hoffman was promoted to the rank of Sergeant on August 16, 1999; and

WHEREAS, Dan Hoffman served as Special Operations Sergeant from January 2000 to January 2005; and

WHEREAS, Dan Hoffman was promoted to the rank of Commander on October 18, 2010; and,

WHEREAS, Dan Hoffman was promoted to the rank of Deputy Chief on November 11, 2011; and,

WHEREAS, Dan Hoffman is retiring from public service with the Village of Carol Stream Police Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM,** on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Deputy Chief Dan Hoffman's services and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

SECTION 2: Dan Hoffman is wished the very best of happiness and health in his retirement.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED ON THIS 18th DAY OF JULY 2016.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Steven M. Martin, Development Services Manager   
**THROUGH:** Donald T. Bastian, Community Development Director   
**DATE:** July 13, 2016  
**RE:** **Introduction of New Code Professional Michelle Noyes**

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At the Village Board meeting on July 18, 2016, we would like to introduce Michelle Noyes, Code Professional I, to the Mayor and Trustees.

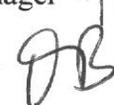
Michelle brings much knowledge and experience to the Village. She is a licensed Illinois architect, graduated with a Bachelor's degree from the Illinois Institute of Technology, worked as a plans examiner for the City of DeKalb and City of Crystal Lake, and most recently was a building inspector and chief building inspector for the Village of Sugar Grove.

We look forward to Michelle joining our team and utilizing her skills and knowledge in serving our customers.

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Tom Farace, Planning & Economic Development Manager 

**THROUGH:** Donald T. Bastian, Community Development Director 

**DATE:** July 12, 2016

**RE:** **Agenda Item for the Village Board meeting of July 18, 2016**  
**PC/ZBA Case 16140, Dermody Properties – 365 E. North Avenue, Plat of Consolidation and North Avenue Corridor Review**

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Lou Berchicci, Senior Vice President with Dermody Properties, is seeking approval of a Plat of Consolidation and North Avenue Corridor Review for the redevelopment of the property at 365 E. North Avenue. Dermody Properties has purchased the two parcel, 24.47 acre property, and proposes to demolish the existing 230,241 square foot building (most recently occupied by Affordable Office Interiors) and construct a 381,600 square foot speculative building for a future office/warehouse business. The applicant proposes to consolidate two existing lots into one lot, and has prepared a plat of consolidation with necessary utility and access easements illustrated on the plat. It should be noted that, because the property is located within the North Avenue Corridor Overlay District, the Plan Commission has the authority to review and approve the site design, landscape, signage, and architectural plans for the project as required under the North Avenue Corridor regulations.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on July 8, 2016. At its meeting on July 11, 2016, by a vote of 6-0, the PC/ZBA recommended approval of the Plat of Consolidation. The PC/ZBA also approved the North Avenue Corridor Review by a vote of 6-0 subject to the conditions contained within the staff report.

If the Village Board concurs with the PC/ZBA recommendation regarding the Plat of Consolidation, they should approve the Plat and adopt the necessary resolution. No Village Board action is necessary regarding the North Avenue Corridor Review.

ec: Lou Berchicci, Dermody Properties (via email)

*Village of Carol Stream*  
 Interdepartmental Memo

**TO:** Joe Breinig, Village Manager  
**FROM:** Marc Talavera, Information Technology Director (u)  
**DATE:** July 12, 2016  
**RE:** Desktop Computer Equipment Purchase

Included in this year's fiscal budget is \$37,000 to purchase 37 new computers to replace the aging desktop computers through-out the Village. In an effort to secure the best equipment and pricing for the Village, staff had completed a price comparison with several resellers of major branded computers with identical internal components. It was revealed that Hewlett Packard, provided the best desktops at the lowest cost. Once the desired desktop equipment was identified, staff contacted 3 resellers of HP equipment and requested quotes for the desired manufacturer part numbers. The price comparison can be found in the table below.

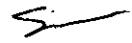
The chart illustrates the price comparison per unit, please note the purchase price will be extended to reflect a quantity of 37.

	MNJ Technologies	Insight Quoted off of US Communities Local Government Contract 4400006644	CDWG	HP.com
HP ProDesk600 G2 HP ProDisplay Mounting Bracket	\$840.69	\$868.08	\$988.97	\$1,077.00

As illustrated in the table above, MNJ Technologies was able to provide the desired quality branded desktop at the lowest cost per unit. Though the contract pricing was expected to be the lowest price for the equipment, in this instance it is not. Considering Insight, who was awarded the Hewlett Packard US Communities State and Local Government contract 440000664, was unable to provide better pricing for the requested equipment, it is recommended that we waive competitive bidding and award of contract for purchase of above noted equipment to MNJ Technologies at a total cost of \$31,105.53 (\$840.69 x quantity 37) which is \$5,894.47 under the budgeted amount. There are sufficient funds in the budget to pay for these expenditures.

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Steven M. Martin, Development Services Manager 

**THROUGH:** Donald T. Bastian, Community Development Director 

**DATE:** July 14, 2016

**RE:** **Agenda Item for the Village Board Meeting of July 18, 2016 – Request for Village Board Authorization to Purchase Two Ford F150 Pickup Trucks**

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The Community Development Department's FY16/17 budget includes funding for the replacement of two 2004 Ford Ranger pickup trucks (vehicles #219 and #220), which are currently assigned to the two Code Professional positions. Based on the condition and maintenance needs of these vehicles, the Public Works Garage Supervisor is recommending that these vehicles be replaced. The vehicle in better condition will be reassigned for use by Building Maintenance personnel, and we propose that the other vehicle be declared as surplus.

In review of the replacement vehicles that are available to meet our needs, we have concluded that the Ford F150XL (2WD) Regular Cab, available through the Suburban Purchasing Cooperative (SPC), is the best option. The vehicles will be equipped with strobe lights to provide an additional measure of safety while the vehicles are stopped during the performance of inspections.

The FY16/17 budget includes a total of \$40,000 for the purchase of two new vehicles. Through the SPC, two Ford F150s, including license plates and strobe lights, can be acquired within the budgeted amount, as shown below.

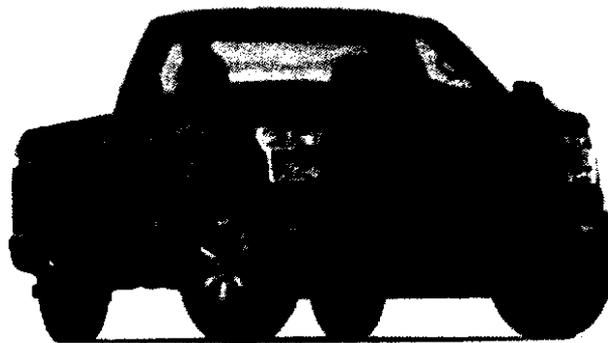
F150 Pickup:	(\$19,137.00 ea.)	\$38,274.00
License, Title and Plates:	(\$103.00 ea.)	\$206.00
Strobe Lights:	(\$750.00 ea.)	\$1,500.00
<b>Total</b>		<b>\$39,980.00</b>

Staff is seeking Village Board authorization to place the order for the two Ford F150 vehicles, outfitted with strobe lights, from Roesch Ford Commercial Truck Center through Suburban Purchasing Cooperative Contract #148, in the amount of \$39,980.00. It is recommended that the Village Board authorize staff to purchase the vehicles by motion at the July 18, 2016, meeting.

**2016 FORD F-150 XL 4X2**

**PICK UP**

**CONTRACT # 148**



**ROESCH FORD COMMERCIAL TRUCK CENTER**

**Brian Kilduff**

**[briankilduff@roeschtrucks.com](mailto:briankilduff@roeschtrucks.com)**

**630-279-6000 x2245**

**[www.roeschford.com](http://www.roeschford.com)**

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## REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES STANDARD EQUIPMENT

### MECHANICAL

- 3.5L V6 Ti-VCT with Flex-Fuel Capability (std. 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start/Stop Technology System (std. 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Flex-Fuel Capability (std. 4x4 with 157" or 163.7" WB)
- 4x4 Electronic Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Curve Control
- Electronic Six-Speed Automatic Transmission with Tow/Haul Mode
- Fall Safe Cooling
- Hill Start Assist
- Jack
- Parking Brake
  - Mechanical (with 5.0L V8 or 3.5L EcoBoost® engine)
  - Electric (with 3.5L Ti-VCT or 2.7L EcoBoost® engine)
- SelectShift® Automatic Transmission with Progressive Range Select (NA 3.5L Ti-VCT engine)
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted (front/rear)
- Spare Tire Carrier – Rear Under Frame
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper

### EXTERIOR

- 170 Degree Rear Door (SuperCab)
- ★ Autolamp – Auto On/Off Headlamps
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- ★ Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fully Boxed Steel Frame
- Grille – Black Three Bar Style with Black Nostrils and Black Surround
- Halogen Headlamps
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps
- ★ Rainlamp Wiper Activated Headlamps
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable with key lock
- Tires
  - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
  - 265/70R 17 OWL all-terrain tires (A/T) 4x4
- Wheels – 17" Silver Steel
- Wipers – Intermittent speed

### INTERIOR/COMFORT

- 1<sup>st</sup> Row Manual Windows
- 2<sup>nd</sup> Row Fixed Windows (SuperCab)
- 2<sup>nd</sup> Row Manual Windows (SuperCrew®)
- 2.3" Productivity Screen in Instrument Cluster
- 4.2" Center-stack Screen w/Audio Controls
- Airbags
  - Driver and Passenger Front Airbags
  - Driver and Passenger Seat-Mounted Side Airbags
  - Safety Canopy® Side-Curtain Airbags (1<sup>st</sup> and 2<sup>nd</sup> row coverage)
- Air Conditioning Registers – Black Vanes with Chrome Knob
- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Auxiliary Audio Input Jack (NA w/SYNC)
- Black Vinyl Floor Covering
- Cupholder, deployable – under 20% seat
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
  - Front – A-Pillar, Driver and Passenger Side
  - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Manual Locks
- Outside Temperature Display
- Powerpoint 12V – Front
- Rear Window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
  - Cloth 40/20/40
  - 2-Way manual driver/passenger
  - Armrest
- Seat, Rear
  - Cloth
  - 60/40 flip-up split seat (SuperCab)
  - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Tire Pressure Monitoring System (TPMS)
- Visor, Driver Side; Visor with Mirror, Passenger-Side

### FUEL TANKS

- Standard Range 23-Gallon

**SUBURBAN PURCHASING COOPERATIVE  
CONTRACT # 148  
2016 FORD F150 XL REGULAR CAB 4X2 PICK UP  
PRICING WORKSHEET**

**2016 MY F150 4x2 REGULAR CAB PICKUP 6.5' BOX - BASE VEHICLE \$19,137.00**



OPTIONS - CAB STYLE		
	UPGRADE TO SUPERCAB	\$2,240.00
	UPGRADE TO SUPERCREW	\$4,388.00
	UPGRADE TO LONG BED (SuperCrew requires 5.0L V8)	\$362.00
	UPGRADE TO 4X4	\$2,752.00



OPTIONS - POWERTRAIN		
99P	2.7L V6 ECOBOOST (NA on 4x4 with 157" or 163.7" WB)	\$718.00
99F	5.0L V8	\$1,440.00
99G	3.5L V6 ECOBOOST (NA 122" WB)	\$1,981.00
XL?	LIMITED SLIP REAR AXLE	\$515.00



AVAILABLE FUNCTIONAL OPTIONS		
66P	SNOW PLOW PREP (4x4 Only req's 5.0L)	\$47.00
413	SKID PLATES (4x4 Only)	\$145.00
627	HEAVY DUTY PAYLOAD (Req's 53A with 5.0L or 53C with 3.5L)	\$1,354.00
53B	CLASS IV TRAILER HITCH	\$166.00
53A	TRAILER TOW	\$808.00
53C	MAX TRAILER TOW (Req's 3.5L)	\$1,079.00
67T	TRAILER BRAKE CONTROLLER (Req's 53A & 53B)	\$248.00
65S	36 GAL. FUEL TANK (N/A 122" WB)	\$357.00
59R	REMOTE START (Req's XLT Package)	\$325.00
64H	18 SILVER HD PAYLOAD REG WHEEL - XL	\$357.00



AVAILABLE EXTERIOR OPTIONS		
861	XL SPORT PACKAGE	\$700.00
86A	XL DÉCOR	\$700.00
301	XLT PACKAGE	\$4,363.00
54M	TELESCOPING TRAILER TOW MIRRORS (MANUAL GLASS)	\$82.00
54Y	TELESCOPING TRAILER TOW MIRRORS (POWER GLASS, HEATED) (Req's 85A)	\$357.00
18E	RUNNING BOARDS - BLACK TUBULAR OR PLATFORM	\$271.00
63T	TAILGATE STEP	\$339.00
59S	FOG LAMPS	\$126.00
63E	STOWABLE BED EXTENDER	\$227.00
76R	REVERSE SENSING (Req's 53B or 53A)	\$248.00
90D	BED DIVIDER (Req's 55B Box Link)	\$320.00



AVAILABLE INTERIOR OPTIONS		
85A	POWER EQUIPMENT GROUP	\$1,057.00
52G	SYNC (Req's 50S)	\$585.00
58B	AM/FM STEREO CLOCK W/ SINGLE CD W/ AUX INPUT JACK	\$263.00
50S	CRUISE CONTROL	\$203.00
76C	BACK UP CAMERA	\$227.00
924	FIXED REAR WINDOW PRIVACY GLASS	\$90.00
57Q	REAR WINDOW DEFROSTER	\$199.00
435	POWER SLIDING REAR WINDOW (Includes 57Q & 924)	\$408.00
47C	CREW CHIEF TELEMATICS (N/A W/ SYNC)	\$722.00
55A*	OFF ROAD PACKAGE	\$696.00
68G*	CNG/PROPANE GASEOUS PREP PKG	\$284.00
66S*	SSV PACKAGE	\$47.00
50N*	NAVIGATION (XLT ONLY)	\$775.00
47E*	PRO TRAILER BACK UP ASSIST	\$357.00
101A*	PACKAGE INCLUDES POWER GROUP, CD, SYNC, CRUISE, 4.2" SCREEN	\$2,036.00

AVAILABLE DEALER INSTALLED OPTIONS		
<input type="checkbox"/>	96P	BEDLINER - PLASTIC DROP IN \$317.00
<input type="checkbox"/>	96W	BEDLINER - SPRAY IN \$447.00
<input type="checkbox"/>	942	DAYTIME RUNNING LIGHTS \$47.00
<input type="checkbox"/>	41H	ENGINE BLOCK HEATER \$82.00
<input type="checkbox"/>		BUG SHEILD \$195.00
<input type="checkbox"/>	85H	BACKUP ALARM \$125.00
<input type="checkbox"/>	96L	WHEEL WELL LINERS \$185.00
<input type="checkbox"/>	96T	TONNEAU COVER - SOFT \$475.00
<input type="checkbox"/>	96X	TONNEAU COVER - HARD \$950.00
<input type="checkbox"/>		MUD GUARDS \$150.00
<input type="checkbox"/>	RP	RUST PROOFING \$325.00
<input type="checkbox"/>	SM	DETAILED SHOP MANUAL (CD ROM) \$275.00
<input type="checkbox"/>		UNDERCOATING \$150.00
<input checked="" type="checkbox"/>		LICENSE AND TITLE "M" PLATES (NEW) \$103.00

INTERIOR SEAT OPTIONS		
<input checked="" type="checkbox"/>		EARTH GRAY
<input type="checkbox"/>		LIGHT CAMEL
<input type="checkbox"/>		CLOTH or VINYL 40/Console/40 \$267.00
<input type="checkbox"/>	168	CARPET FLOOR COVERING \$123.00
<input type="checkbox"/>	47R	RUBBER FLOOR MATS \$86.00

EXTERIOR PAINT COLORS		
<input type="checkbox"/>	H7	BROZE FIRE METALLIC (XLT ONLY) \$0.00
<input type="checkbox"/>	N1	BLUE JEANS METALLIC \$0.00
<input type="checkbox"/>	G1*	SHADOW BLACK \$0.00
<input type="checkbox"/>	UX	INGOT SILVER \$0.00
<input checked="" type="checkbox"/>	Y2	OXFORD WHITE \$0.00
<input type="checkbox"/>	H5	CARIBOU METALLIC \$0.00
<input type="checkbox"/>	HN	GUARD METALLIC \$0.00
<input type="checkbox"/>	PQ*	RACE RED \$0.00
<input type="checkbox"/>	SZ*	BLUE FLAME \$0.00
<input type="checkbox"/>	W6*	GREEN GEM \$0.00
<input type="checkbox"/>	RR*	RUBY RED METALLIC (XLT ONLY) \$0.00
<input type="checkbox"/>	TB*	LITHIUM GRAY (XLT ONLY OR SPORT APPEARANCE PKG) \$0.00
<input type="checkbox"/>	J7	MAGNETIC METALLIC \$0.00
<input type="checkbox"/>	XX	SCHOOL BUS YELLOW \$700.00
<input type="checkbox"/>	XX	SPECIAL PAINT (Minimum 5 Units Req'd) \$675.00

OPTIONS - WARRANTY		
<input type="checkbox"/>		6 YEAR 100,000 - 2WD BASE CARE \$1,600.00
<input type="checkbox"/>		6 YEAR 100,000 - 4WD BASE CARE \$2,100.00

VEHICLE TOTAL PRICE \$ 19,240

QUANTITY 2

ORDER TOTAL \$ 38,480

\*NEW OR REVISED OPTIONS

Stroke Lights \$750.00 each for 2 vehicles = \$1,500

Please enter the following:

Agency Name & Address Village of Carol Stream  
500 N. Gary Ave.  
Carol Stream, IL 60188

Contact Name Steven Martin

Phone Number 630-871-6236

Purchase Order Number TBD.

Total Dollar Amount \$38,480 + strobe lights (\$1500) = \$39,980

Total Number of Units 2

Delivery Address 500 N. Gary Ave.  
Carol Stream IL, 60188

Ford Fleet Code \_\_\_\_\_

Please Submit P.O. & Tax Exempt Letter with Vehicle Order:

**Roesch Ford Commercial Truck Center**  
**333 W. Grand Ave.**  
**Bensenville, IL 60106**  
**Phone: (630)279-6000**  
**Fax: (630)451-3509**  
**Contact:**  
**Brian Kilduff [briankilduff@roeschtrucks.com](mailto:briankilduff@roeschtrucks.com)**  
**Fred Seng [fredseng@roeschtrucks.com](mailto:fredseng@roeschtrucks.com)**  
**Patti Ferrarini [pattiferrarini@roeschtrucks.com](mailto:pattiferrarini@roeschtrucks.com)**

If We Have Missed An Option, Please Contact Our Office.

*Village Of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Adam Frederick, Civil Engineer II   
**DATE:** July 13, 2016  
**RE:** **Award of Contract – 2016 Drainage Improvements Project Contract**

On July 12<sup>th</sup> at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Misfits Construction, Chicago IL	\$ 296,160.00
Alliance Contractors, Inc., Woodstock, IL	\$ 197,221.75
Riccio Construction, Palos Park, IL	\$ 162,209.00
Norvilla LLC, Broadview IL	\$ 130,997.56
Engineer's Estimate	\$ 135,786.00

The low bid received was under the budget of \$140,000.00 and under the Engineer's Estimate of \$135,786.00 by \$4,788.44 (3.5%).

The low bidder has obtained a prequalification from the Illinois Department of Transportation (IDOT). Additionally, references spoke very highly of Norvilla's previous work. In fact, last year IDOT awarded Norvilla, LLC with the award of Contractor of the Year in the Small Construction Project category. Staff therefore recommends award of the contract to Norvilla, LLC at the bid unit prices submitted.

Attachments (Bid Tabs)

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



*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WNC*  
DATE: July 13, 2016  
RE: 2016 Asphalt Rejuvenator Project – Request to Award Contract

In 2004 Engineering staff tested a new product called GSB-88 to alleviate problems of slow curing time, excessive sand, and generally messy conditions from previous rejuvenator products. The new product exceeded our expectations and provided the added benefit of waterproofing and an initial black color.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. However, this year we were able to obtain quotes from two contractors that are licensed by the manufacturer to apply GSB-88. Gee Asphalt Systems from Cedar Rapids, Iowa was able to provide a quote of \$1.25 per square yard plus \$7,500 mobilization cost.

American Road Maintenance (formerly Midwest Tar Sealer Company) has provided a quote of \$1.05 per square yard for 300,000 square yards of pavement rejuvenation. This is the same as last year's price per square yard. Although we previously awarded this project in the fall, the past few years we awarded the contract in summer to avoid cure problems associated with cooler weather.

Engineering staff therefore recommends that the 2016 Asphalt Rejuvenator Project be awarded to American Road Maintenance at the unit price submitted for a cost not to exceed \$315,000.00. The budget for rejuvenation and restorative sealer is in the maintenance portion of Capital Improvement this year in the amount of \$438,000.00.

Cc: James T. Knudsen, Director of Engineering Services  
Jon Batek, Finance Director  
Phil Modaff, Director of Public Works  
Adam Frederick, Civil Engineer II

Attachments



**Asphalt Preservation Specialists**

4715 Sixth Street SW  
Cedar Rapids, Iowa 52404

Phone: 319/366-8567 or  
Toll Free: 800/747-8567  
Fax: 319/366-5592  
dgee@geeasphalt.com  
www.geeasphalt.com

**Pavement Preservation Proposal**

**Page 1 of 1**

<b>TO:</b> Mr. Bill Cleveland
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
bcleland@carolstream.org

<b>Proposal #:</b> 16328
<b>Date:</b> July 12, 2016
<b>Job Name/Location:</b> Various Residential Streets
<b>Area:</b> See Below For Incremental Pricing
<b>Customer Phone No.:</b> 630-868-2260
Customer Fax No.:
Customer Cell Phone No.:

P.O. #	Sales Rep.	Terms	Proposed Completion Date
	Dan Gee	Net 30 Days After Completion of Work. 1-1/2% Interest Will Be Applied Per Month on Unpaid Balance.	2016

	Pricing Based On Total Area - Piggy Back With Other Villages Allowed But Terms May Vary	One Mobilizaion Included
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<b>Description 1</b>	<b>GSB-88 Sealer Binder:</b> Material installed shall be GSB as manufactured by Asphalt Systems, Inc. of Salt Lake City, Utah. GSB is a penetrating, sealing/binding and rejuvenating product designed to last four to five years under most circumstances. (GSB will typically protect pavement twice as long as coal tar emulsion) GSB shall be installed according to the manufacturer's specifications on quantity of asphalt estimated at right. <i>Labor Warranty for GSB two years.</i>
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<b>Description 2</b>	<b>Items Incedental to work:</b> Door hanger notifications as necessary, sweeping and preparation of surface prior to application of GSB-88, replacing minor amount of traffic markings, arrows, stop bars, "ONLY" stencils with DOT approved traffic marking paint as per existing layout over sealed pavement, traffic control, signage, barricades as needed. Work must be scheduled during warm dry season or carried to next working year.
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Incremental / SY	Description	Price/SY	Extended
101,000 - 150,000	GSB-88 Sealer / Binder Application Per Manufacturer Specifications	150,000 sy \$1.65	\$247,500.00
151,000 - 200,000	GSB-88 Sealer / Binder Application Per Manufacturer Specifications	200,000 sy \$1.55	\$310,000.00
201,000 - 250,000	GSB-88 Sealer / Binder Application Per Manufacturer Specifications	250,000 sy \$1.45	\$362,500.00
251,000 - 300,000	GSB-88 Sealer / Binder Application Per Manufacturer Specifications	300,000 sy \$1.35	\$405,000.00
301,000 - 350,000	GSB-88 Sealer / Binder Application Per Manufacturer Specifications	350,000 sy \$1.25	\$437,500.00
Mobilization	One Included in each price catagory	1 each \$7,500.00	\$7,500.00
<b>Note:</b>	Items & pricing for add-on Villages may vary based on existing conditions. Others please call for specific pricing.		

Proposal valid for 10 days.  
Prepared by: Dan Gee

This is a quotation on the goods named, subject to the conditions noted below:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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

**To accept this proposal authorize below and return:**

\_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature & Title

Return one signed copy to Gee Asphalt Systems, Inc. to accept proposal. Customer to retain one copy for their records.



1485 E. Thorndale  
 Itasca, IL 60143  
 630.417.0227  
 630.729.3033 Fax

June 27, 2016

Village of Carol Stream  
 500 N. Gary Avenue  
 Carol Stream, IL 60188  
 630.871.6220 X-6408  
 Attn: Bill Cleveland  
[bcleveland@carolstream.org](mailto:bcleveland@carolstream.org)

Re: Various Streets  
 Carol Stream, IL

We propose to furnish labor and materials to complete the items listed below:

SEALING:	
GSB-88 Asphaltic Rejuvenator	

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt.

*Specification:*

Pre-test pavement to determine proper application rate based on existing pavement conditions.  
 GSB-88 Rejuvenator shall be applied at appropriate rates based on pre-test results.

Pricing is determined by the quantity purchased each year:

250,000 To 350,000	SY of GSB-88 Installed	@	\$1.05 per SY
200,000 To 249,999	SY of GSB-88 Installed	@	\$1.10 per SY
150,000 To 199,999	SY of GSB-88 Installed	@	\$1.15 per SY
100,000 To 149,999	SY of GSB-88 Installed	@	\$1.20 per SY
50,000 To 99,999	SY of GSB-88 Installed	@	\$1.25 per SY
10,000 To 49,999	SY of GSB-88 Installed	@	\$1.35 per SY

Optional Items:

Notification of Residents With Flyers	CALL FOR PRICING
Traffic Control	CALL FOR PRICING
Replacement of Pavement Markings	CALL FOR PRICING

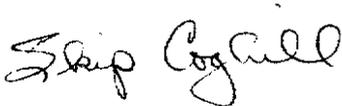
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RESTRICTIONS:

- 1 . Above prices will be held through the 2016 season.
  - 2 . Above quantities are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
  - 3 . Price does not include permits, bonds or material testing
- 

Thank you for the opportunity to bid this project with your organization.

Sincerely,



**Skip Coghill**

If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date \_\_\_\_\_

Signature \_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WC*  
DATE: July 14, 2016  
RE: Request to waive bids and award contract –  
2016 Asphalt Restorative Sealer

During the recession, the Village began reducing the size of its asphalt overlay program, known as the “Flexible Pavement Project”. This created a larger backlog of pavements that are in an advanced state of deterioration. Some of these problems have been addressed by increasing the size of our pavement patching projects, and restoring funding to the Flexible Pavement Project.

Currently, we have an Asphalt Rejuvenator Project that is used for pavements in good condition less than 10 years old. The product used is known as “GSB-88” and is not appropriate for older pavements. In order to keep these older pavements serviceable until they can be resurfaced with new asphalt, we are proposing to use a “Restorative Sealer” known as CRF designed to fill the gap between early preventative maintenance and total replacement.

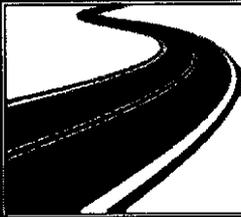
CRF is a proprietary product that is unable to be competitively bid. Staff therefore investigated and negotiated a proposal based on similar sized contracts in our area. This year we are proposing to apply restorative sealer to about 55,000 SY of residential streets that were paved about 12 years ago, and may need some patching, but are still serviceable.

The negotiated price was \$1.18 per SY (last year was \$1.17) for 54,296 SY and a total cost of \$64,069.28. This maintenance procedure was budgeted at \$438,000 for all restorative and rejuvenation projects, in the pavement maintenance portion of the Capital Improvements Program budget. The total for both projects is about \$380,000.00 with the remaining funds allocated towards the pavement patching project.

Engineering staff recommends that the bid process be waived and the 2016 Asphalt Restorative Sealer Project be awarded to CAM, LLC of Sugar Grove in the amount of \$64,069.28.

Cc: James T. Knudsen, Director of Engineering Services  
Jon Batek, Finance Director  
Phil Modaff, Director of Public Works

Attachment



# Corrective Asphalt Materials, LLC

Asphalt Solutions and Industrial Dust Control  
Airports · Roadways · Utilities · Parking Areas

July 12, 2016

Bill Cleveland  
Village of Carol Stream  
500 N. Gary Ave  
Carol Stream, IL 60188

Dear Mr. Cleveland,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to treat the Village of Carol Stream's asphalt pavements. Please accept the following as our formal proposal to apply CRF Maltene – Based Restorative Seal.

- Apply CRF to approximately 54,296 SY of various asphalt pavement
- CAM's Responsibilities:
  - Furnish and apply CRF
  - Furnish and apply lime screenings
  - Resident Notification
  - All Traffic control and signs related to project
  - Handle any complaints or issues that may arise from application
  - Pre street sweeping if field conditions require
  - Post street sweeping
- Unit Price \$1.18 SY
- Total Price \$64,069.28

\* Should roads require a second sweeping there will a \$280 an hour charge.

**Mark Homco, Project Coordinator will be contacting you to schedule the project.**  
**Info: [homco@cammidwest.com](mailto:homco@cammidwest.com) , Cell: (630)465-4142**

**Billing Information (please fill out upon acceptance)**

Name : \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang  
Business Development  
Anthony J. Witte, Jr. (Jack)  
President  
Corrective Asphalt Materials, LLC

APPROVED BY \_\_\_\_\_

43W630 Wheeler Road · Sugar Grove, IL 60554  
(800) 374-5560 · (630)631-2854 · [www.cammidwest.com](http://www.cammidwest.com)

*Village of Carol Stream*  
**Interdepartmental Memo**

**DATE:** July 13, 2016  
**TO:** Joe Breinig, Village Manager  
**FROM:** Caryl Rebholz, Employee Relations Director *CR*  
**RE:** *PUSH Wellness Program Recommendation*

As you know, the Village of Carol Stream is a member of the Intergovernmental Personnel Benefits Cooperative (IPBC), which consists of over 80 municipalities pooled together to achieve economies of scale in the cost of benefits such as health and dental insurance coverage. Over the last five (5) years with advice from the IPBC's insurance consultants Aurthur J. Gallagher, the Village has embraced increased efforts with regard to health and well-being for our employees. Events such as health risk assessments, fitness challenges, and speakers on various wellness related topics have been provided to our employees and have been well-received with over 82% of our employees participating in at least one of these events.

Since the inception of increased wellness efforts within the IPBC, the Village, along with other municipalities within the IPBC, has continued to receive insurance rates that beat market averages. In concept, adopting a healthier lifestyle reduces the risk of developing disabling or life threatening diseases and their associated costs therefore reducing future insurance costs/rates. Further, the Centers for Disease Control and Prevention state that employers also benefit from workplace wellness programs through enhanced productivity and reduced absenteeism.

With that, the IPBC now mandates a small percentage within our rates be set aside to further wellness efforts and its associated cost controls, with that money being reimbursable based on a municipalities level of implementation and participation in wellness programs. The implementation of more substantial, incentive-based programs is now strongly encouraged by the IPBC pool.

As we enter into this new era of wellness advocacy, and now contribute towards furthering wellness within the IPBC, I have evaluated a program called PUSH Wellness that has been implemented by several of our comparable communities. The PUSH program is an incentive based system that centers on a weighted point system focusing on five wellness components that are measurable, and can therefore definitively prove positive health outcomes. These components include weight, blood pressure, cholesterol, cardiovascular fitness and nicotine use.

The program starts with an initial assessment to determine each participant's wellness score in the five areas listed above. Based on the score, the participant receives a corresponding monthly baseline incentive payout, followed by personalized messaging describing the small incremental health improvements that can be made to increase their incentive payout. These additional incentive payouts would only take place with verified health improvement through monthly re-assessment, with the goal of achieving the maximum of \$40 per month for "Great" scores in all five areas.

The estimated total cost for the program is \$24,000 - \$32,000 per year based on participation levels, however; due to the IPBC reimbursement structure, the total cost for the Village will be closer to \$10,000 with 50% participation, and could be completely off-set if the Village achieves at least 75% participation. To date, in addition to our non-union employees, we have received written agreement of voluntary participation from our largest of three unions, with the other two union's written agreement expected soon. Regardless of participation levels, this program is fully budgeted.

That said, the ability to cancel the program without repercussion is also essential to ensure that the value and improvement expected is being achieved. This ability would also be essential should financial circumstances arise that are outside Village control requiring reductions in expenditures.

Based on the fact that this program centers on measurable health outcomes, the positive feedback I have received regarding participation levels from other organizations that have implemented the program, and the PUSH organization's agreement in cancellation flexibility, it is my recommendation to move forward with efforts to implement this program on a trial basis. Attached for approval is the Master Services Agreement from PUSH Wellness. This agreement has been reviewed by our attorney.

As always, please let me know if you have any questions.

## MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016, by and among the Village of Carol Stream ("VILLAGE") and PUSH WELLNESS SOLUTIONS, INC. ("PUSH"), a Delaware Corporation. (The VILLAGE and PUSH are individually referred to herein as the "Party" and collectively as the "Parties.")

WHEREAS, the VILLAGE desires to engage PUSH to perform certain services for the VILLAGE as more particularly described in Section 1 below (the "Services"); and

WHEREAS, the Parties acknowledge that in the course of providing the Services under Work Orders entered into under this Agreement, the Parties may be interacting with health care providers and staff, patients and third party payors, and that such interactions must be in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

### SECTION 1 SERVICES

- 1.1 Engagement. PUSH agrees to use its reasonable commercial efforts and professional expertise to provide the professional services defined by a specific work order ("Work Order") signed by both parties, and attached as an addendum to this Agreement. This Agreement documents the terms and conditions under which the VILLAGE agrees to purchase and PUSH agrees to provide such services under each Work Order that is signed by the parties. Each Work Order will detail, at a minimum: (a) the specific project or other services to be performed or provided by PUSH. (b) the obligations of both Parties with respect to regulatory and health care compliance requirements, (c) a timeline for Project performance, and (d) a payment schedule, with milestone payments where applicable. The "Service and Payment Agreement between the Village of Carol Stream and PUSH Wellness Solutions, Inc" of this Agreement sets forth the Work Order(s) agreed to as of the commencement date set forth above.

### SECTION 2 PAYMENT TERMS

- 2.1 Compensation. Fees shall be as set forth in each applicable Work Order. "Service and Payment Agreement between the Village of Carol Stream and PUSH Wellness Solutions, Inc." is an attachment to this Agreement and sets forth the compensation agreed to as of the commencement date set forth above.
- 2.2 Work Order. A Work Order must be executed by both parties prior to the commencement of work on behalf of the VILLAGE.

2.3 Out-of-Pocket Expenses The Work Order will detail whether any itemized, documented, reasonable, or out-of-pocket expenses incurred by PUSH will be billed to and paid for by the VILLAGE.

2.4 Canceled Projects/Changes in Projects

(a) The VILLAGE reserves the right to cancel, modify or reject Work Orders, in accordance with the terms set forth in the Work Order, but in such event, the VILLAGE agrees to compensate PUSH until the date of cancellation, in addition to any additional amounts set forth in the Work Order.

(b) In the event of cancellation, modification or rejection, PUSH shall immediately cease work in connection with such project and inform any applicable third-party vendors or others engaged in such work to cease or modify their activities, as appropriate.

2.5 Payments/Billing

(a) Invoice payments are due upon receipt.

(b) All invoices will include documentation of fees and incentives.

SECTION 3

COMPLIANCE, AUDIT, TRAINING AND DOCUMENT RETENTION

3.1 Compliance with Laws and Policies. The Parties understand and agree that the Services will be provided in compliance with all laws and regulations applicable to such Services, including, but not limited to, the following:

(a) Health Care Compliance Laws. Laws, regulations, including safe harbor regulations, and official guidance pertaining to state and federal anti-kickback laws (42 U.S.C. §§ 1320a-7b(b), et seq. and its implementing regulations), and laws prohibiting the submission of false claims to governmental or private health care payors (31 U.S.C. §§ 3729, et seq. and its implementing regulations).

(b) Patient and Individual Privacy Protections. Laws and regulations relating to the protection of individual and patient privacy.

(i) Protected Health Information under HIPAA. In the event that any Services provided under this Agreement or connected Work Orders, involve the use or disclosure of Protected Health Information (as defined under the U.S. HIPAA Privacy Requirements) by health care providers, the Parties shall ensure that the use of the Protected Health Information complies with any HIPAA Privacy Requirements that apply to such Protected Health Information. The "HIPAA Privacy Requirements" refer collectively to the applicable provisions of the Administrative Simplification section of HIPAA - the Health Insurance Portability and Accountability Act of 1996 (as codified at 42 U.S.C. § 1320d - d-8) and any regulations promulgated thereunder, including without limitation, the federal privacy regulations (45 CFR Parts 160 and 164) and the federal security standards (45 CFR Part 142).

- (ii) Consent to Use and Disclose Information. When the Services provided under this Agreement or connected Work Orders, involve direct interactions with patients, consumers or caregivers, the Parties shall obtain applicable written consent from any such persons allowing the Parties the right to use and disclose the information collected from such persons.

### 3.2 Debarment/Exclusion.

- (a) PUSH shall not employ, contract with or retain any person directly or indirectly to perform services under this Agreement if such a person is:
  - (i) excluded from a Federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals / Entities at <http://www.oig.hhs.gov/FRAUD/exclusions/listofexcluded.html>);
  - (ii) debarred by the Food and Drug Administration under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at [http://www.fda.gov/ora/compliance\\_ref/debar/](http://www.fda.gov/ora/compliance_ref/debar/)); or
  - (iii) excluded from contracting with the federal government (see the Excluded Parties Listing System at <http://epls.arnet.gov>)
  - (iv) excluded from contracting with an Illinois municipality pursuant to the provisions of 65 ILCS 5/11-42.1-1.
- (b) In the event that PUSH is so excluded or debarred during the term of this Agreement, PUSH shall immediately notify the VILLAGE and cease all work hereunder. PUSH acknowledges that exclusion or debarment may result in immediate termination of this Agreement.

## SECTION 4 TERM AND TERMINATION

- 4.1 Term of Work Order. The term for individual projects shall be as set forth in the Work Order.
- 4.2 Termination. This Agreement shall terminate if the VILLAGE does not have any Work Orders with PUSH for a continuous period of twelve (12) months. This Agreement may also be terminated upon the mutual agreement of the Parties, or if at any time the VILLAGE unilaterally decides to terminate. Upon termination, the associated work orders also terminate.

SECTION 5  
CONFIDENTIALITY AND OWNERSHIP RIGHTS

5.1 Confidentiality. The Parties anticipate that they may disclose or deliver to each other information, materials, documents, and/or other materials, in written, oral, visual, tangible or intangible form, of a secret, confidential or proprietary nature, including without limitation any and all information relating to employees, marketing, finance, forecasts, invention, intangible property, processes, research, design or development of information system (collectively, "Confidential Information"). Both Parties shall treat the Confidential Information as secret and confidential; shall not disclose or give Confidential Information to others except on written authority of the Disclosing Party; shall not use Confidential Information except to the extent necessary for the purpose that the Confidential Information was disclosed or entrusted, and shall disclose and provide Confidential Information only to those of its employees whose use or knowledge of the Confidential Information is reasonably necessary for the purpose authorized by the owner of the Confidential Information, but in all cases maintaining the confidentiality and secrecy of the Confidential Information.

Notwithstanding the foregoing, the Parties acknowledge that the VILLAGE is a Public Body subject to the provisions of the Illinois Freedom of Information Act, 5ILCS 140/4 et seq. Therefore, PUSH shall produce, without cost to the municipality, any records which are responsive to a request received by the VILLAGE under the Freedom of Information Act so that the VILLAGE may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then PUSH shall so notify the VILLAGE and if possible, the VILLAGE shall request an extension so as to comply with the Act. In the event that PUSH maintains that a document(s) constitutes Confidential Information exempt from disclosure, PUSH may, at its sole cost, seek a determination that the document(s) are exempt, provided that PUSH shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties arising out of PUSH's failure to provide such document(s). If the VILLAGE is found to have not complied with the Freedom of Information Act, based upon PUSH's failure to produce documents or otherwise appropriately respond to a request under the Act, then PUSH shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

The obligations to treat Confidential Information as secret and confidential hereunder shall not apply: (1) to any information known to the Receiving Party prior to its receipt from the Disclosing Party; (2) to any information becoming generally known to the public through no fault of the Receiving Party, as of the date and to the extent that such information becomes so generally known; (3) to any information not considered "exempt" from disclosure under the provisions of the Illinois Freedom of Information Act; and (4) to any information received by the Receiving Party from an identified third party not bound to maintain such information confidential, as of the date and to the extent that such information is received from the third party.

Within ten (10) days of being so requested by the Disclosing Party, all of the Confidential Information shall be returned, and all Confidential Information prepared by Receiving Party or by its representatives or otherwise, and all copies, summaries, extracts or other reproductions and notes of the contents or parts thereof shall be destroyed, with such return and destruction being confirmed in writing to the Disclosing Party. No Confidential Information in written or tangible form shall be retained by the Receiving Party, its agent or employees, in any form for any reason. Any Confidential Information that cannot be returned

or destroyed (such as oral Confidential Information) shall remain confidential and subject to this Agreement.

The obligations of this section shall survive expiration or termination of this Agreement.

5.2 Copyrightable Work. All rights in, to and under copyrights and other intellectual property owned by VILLAGE prior to the date of this Agreement shall remain exclusively owned by the VILLAGE. All rights in, to and under the Services in any and all Work Orders shall be owned by VILLAGE to the extent such Services include or embody any works of authorship, copyrightable works, inventions or other intellectual property made, created, developed, conceived, or reduced to practice by PUSH exclusively for VILLAGE in the course of performing the Services).

## SECTION 6 INDEMNIFICATION

### 6.1 Indemnification.

- (a) PUSH shall and hereby does indemnify, defend and hold harmless the VILLAGE, and its directors, officers, agents, independent contractors and employees, from and against all claims, demands, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting in any manner, directly or indirectly, from PUSH's negligence or willful misconduct, or PUSH's breach of its duties and obligations under this Agreement.
- (b) The VILLAGE shall and hereby does indemnify, defend and hold harmless PUSH and its directors, officers, agents, independent contractors and employees, from and against all claims, demands, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting in any manner, directly or indirectly, from the VILLAGE's negligence or willful misconduct, or the VILLAGE's breach of its duties and obligations under this Agreement.
- (c) Except as may be limited by applicable law, each of the Parties hereto shall promptly notify the other of, and cooperate, and cause its directors, officers, agents, independent contractors and employees, to cooperate, in responding to or defending any inquiry, investigation, claim, suit or other cause of action instituted, asserted or threatened against either Party hereto or any of their directors, officers, agents, independent contractors or employees and arising out of or relating to either Party's obligations under this Agreement or any other matter contemplated hereby.

## SECTION 7 MISCELLANEOUS

- 7.1 Modification and Waiver. No modification of this Agreement will be deemed effective unless in writing and signed by each of the Parties, and no waiver of any right included here will be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.

7.2 Assignment. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party, of which such consent will not unreasonably be withheld. Subject to this Section 7.2, this Agreement is binding upon and is for the benefit of the Parties, and their respective successors and permitted assigns.

7.3 Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions. Venue shall be in the Circuit Court of DuPage County, Illinois.

7.4 Counterparts. This Agreement may be executed in two (2) counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. Both signatures will appear on one document.

7.5 Notices. All notices and other communications required under this Agreement will be in writing and will be either deposited in the United States mail, certified mail, return receipt requested with postage paid, or personally delivered by FedEx or other like courier as follows:

if to the VILLAGE address to: Village of Carol Stream, IL  
Attn: Caryl Rebholz  
500 N. Gary Ave  
Carol Stream, IL 60188

if to PUSH address to: PUSH Wellness Solutions, Inc.  
Attn: Greg Vachon, MD, MPH  
180 N. LaSalle, Suite #2305  
Chicago, IL 60601

or to such other persons or addresses as any Party may request by notice given as set forth above. Notices will be deemed given at the earlier of the time of personal delivery or two (2) business days after the date mailed in the manner set forth in this paragraph.

7.6 Survival. Notwithstanding expiration or termination of this Agreement for any reason, rights and obligations which by their nature should survive, specifically but not limited to Section 5, will remain in full force and effect.

7.7 Severability. If any of the provisions or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

7.8 Integration of Agreement. This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements, written or oral, regarding the Services to be provided by PUSH. In the event of any conflict between the terms and conditions of this Agreement and those of any Work Orders entered into pursuant to this Agreement, the terms and conditions of the specific Work Order will control.

7.9 Certifications. The certifications attached to this agreement are an integral part of this Agreement and are incorporated by reference herein.

IN WITNESS HEREOF, the undersigned agree to the terms and conditions of this Agreement and its Exhibits ("Service and Payment Agreement between the Village of Carol Stream and PUSH Wellness Solutions, Inc.") and Addenda.

**For the Village of Carol Stream:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For PUSH Wellness Solutions, Inc.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE**

Illinois Compiled Statutes

65 ILCS 5/11-42.1-1

\_\_\_\_\_, the Party whose  
signature is listed below hereby certifies that said contractor is not delinquent taxes are outstanding or  
otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

By: \_\_\_\_\_  
Authorized Agent of PUSH

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**DRUG FREE WORKPLACE**

30 ILCS 580/1 et seq.

\_\_\_\_\_, the contractor, whose signature is listed below hereby certifies that

said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
  2. the contractor's policy of maintaining a drug free workplace;
  3. any available drug counseling, rehabilitation, and employee assistance programs;
- and
4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

Contractor:

By: \_\_\_\_\_

**WRITTEN SEXUAL HARASSMENT POLICY**

\_\_\_\_\_, ("Contractor"), having contracted to provide  
(Name of Contractor)

work for the Village of Carol Stream on \_\_\_\_\_ 20\_\_\_\_, hereby certifies that  
(Date)

said Contractor has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## WORK ORDER

### Service & Payment Agreement between the Village of Carol Stream and PUSH Wellness Solutions, Inc. (insert date)

#### **Term:**

PUSH Wellness Solutions, Inc. ("PUSH") will begin work on \_\_\_\_\_. Initial work will include establishing the Village of Carol Stream ("the Village") participant incentive account in our database, assisting the Village with communication and accepting a data file on all eligible employees. Biometric assessments and activation of accounts will begin on \_\_\_\_\_. The first incentive payment will be paid to participants on \_\_\_\_\_. This agreement will be in effect for a period of three (3) years, unless the Village no longer desires the service. At any time within the first year, the Village may dissolve this agreement, with or without cause, with thirty (30) days' notice. After the first year, this agreement may be cancelled upon sixty (60) days' notice.

#### **PUSH Responsibilities:**

PUSH will assess height, weight, blood pressure, fitness, cholesterol, glucose and nicotine use for all participants who enroll in the PUSH incentive program (this assessment takes approximately 20 minutes of employee time). Through a web application requiring a secure sign on, PUSH will determine each participant's PUSH Score and provide education on the meaning of the PUSH Score and analysis of Village approved incentives that the participant can attain with specific wellness improvements. Participants will receive an incentive payment from PUSH each month based on their PUSH Score and the changes that they have made. PUSH will provide a web application with secure authenticated access for each participant, including current account balance, PUSH Score and the individualized changes that they could make, linked to the incentive amount that they could earn by making these changes. PUSH will pay a specific dollar amount to each eligible participant each month based on their PUSH Score, either by direct deposit or by mailed paper check. PUSH will ensure that participants do not receive more than \$480 (accruing by \$40 per month) over the course of the program year.

The closing date is the last day on which there can be testing for the following month's incentive payments (i.e., the date on which the PUSH Score for the next incentive is final). For the Village of Carol Stream, the closing date will be the 22<sup>nd</sup> of each month). Depending on the testing schedule, the actual last day of testing opportunity for the participant may be earlier than the closing date. Within seven (7) business days after each closing date, PUSH will electronically notify the Village of the amount of incentive that the participants have earned in total.

PUSH will pay participants on the 7<sup>th</sup> day of each month.

In the case that a participant has a disagreement in regards to the amount of incentive payment that should be paid, because of an error or any other cause, PUSH will be the sole arbiter of restitution payments. PUSH will notify the Village of any change in payment amounts.

PUSH will provide testing on site on a schedule to be determined in collaboration with the Village. Each participant will have the opportunity to be re-tested at least once per month, if desired.

In compliance with the Patient Protection and Affordable Care Act, PUSH will accept exemption notes from healthcare professionals for any of the wellness parameters and will eliminate from the score any parameter for which a healthcare professional has determined that it would be medically inadvisable or unreasonable to improve. A default score is given for the excluded parameter, such that in the case that an individual had a note for every one of the five (5) parameters, that individual would receive 100% of the incentive.

PUSH will provide de-identified (HIPAA compliant) summary reports to the Village to include the following:

- Number and percent of nicotine users
- Percent of nicotine users that have quit
- BMI distribution among classifications
- Weight loss in the overweight and obese categories
- Percent of participants in each blood pressure category
- Cholesterol and glucose risk categories
- PUSH Score distribution and changes in PUSH Scores

In compliance with Health Information Portability and Accountability Act (HIPAA):

- PUSH will not disclose any individually-identifiable health information to the employer, including the dollar amount of incentives for individually identifiable participants.
- PUSH will send a secure data file with identifiable health data to the Intergovernmental Personnel Benefit Cooperative (IPBC), a municipal benefits cooperative that includes the Village and is managed by Arthur J. Gallagher & Co. The purpose of sharing this data is to assist the IPBC HealthCare Analytics Team with health insurance claims analysis. This analysis will be used to enhance the benefits programs available to IPBC member municipalities.
- PUSH will send the secure data file to other benefit consultants that may be contracted by the Village in the future.
- PUSH will disclose to participants all uses of protected health information (PHI)
- PUSH will maintain Health Information Technology (HIT) fully HIPAA compliant
- PUSH will notify the Village and each participant promptly in the case of disclosure of any information, whether intended or unintended.

In the case that total incentives exceed \$600 for an individual in one calendar year, PUSH will send a 1099 tax form to each employee by January 31st with instructions for completion of tax returns. For employees that earn less than \$600 in one calendar year, PUSH will send a letter summarizing the total amount earned and notifying the employees that it is their responsibility to report the additional earnings when filing tax returns.

#### **Fees (Village of Carol Stream and participants)**

The Village of Carol Stream will pay PUSH \$100 per enrolled participant. The total fees will be invoiced to the Village in June 2017 for payment via the IPBC. The Village of Carol Stream will pay PUSH annual

implementation fees as described in the program proposal. This amount will be invoiced and paid in the first month of the program each year.

**Other responsibilities of the Village of Carol Stream:**

As stated above, within (7) business days after each closing date the Village will receive notice of the amount needed to pay the incentives to all participants. The Village will pay the incentive amount to PUSH within twenty-one (21) days of the electronic notification.

If the Village would like PUSH to contact non-enrolled employees, the Village will send a list of all eligible employees. The list will contain the following information:

- Name (First and Last)
- Birth date
- Address
- Email address

The Village of Carol Stream will be responsible for notifying PUSH whenever a participant becomes newly eligible (by sending the information to PUSH) and whenever a participant becomes ineligible. PUSH will send a file with all participants to be paid each month on the closing date. The Village will have sole responsibility for ensuring that the list of participants is up to date and communicating any changes to PUSH.

**Miscellaneous**

In the event that new clinical data becomes available, or for other reasonable justification, PUSH will reserve the right to modify its system for measuring participant wellness. If and when this occurs, the Village of Carol Stream and all participants will be notified via email of any such changes to the system.

At which time a participant becomes ineligible for the incentive program, any incentive they were eligible for or about to be paid becomes zero (there is no carry over to next employment time period). Therefore, the amount available to participants after the Village notifies PUSH of an end to the benefit is zero in all cases. However, PUSH will continue to allow participants to access their data and the individual services, at a current price of \$0 but subject to change.

All participants who agree to participate in the PUSH incentive program will have use of the other services that PUSH offers now or in the future, such as, but not exclusively:

- Links to services to assist with attainment of wellness goals
- Ability for individuals to self-incent by making change contracts
- Ability to join competitions individually or with teams to make health changes
- Other services that enhance individuals' ability to attain a state of wellness

The Village of Carol Stream and PUSH are both committed to improving the health of the employee population.

**SIGNATURES**

**For the Village of Carol Stream:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For PUSH Wellness Solutions, Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Village of Carol Stream*  
INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees  
**FROM:** Robert Mellor, Assistant Village Manager *Rm*  
**DATE:** July 15, 2016  
**RE:** FOP Contract Ratification

Attached is the collective bargaining agreement between the Village and Fraternal Order of Police Labor Council representing our police patrol officers for the contract that expired on April 30, 2015. The agreement contains the terms and conditions tentatively agreed to during the course of negotiations which began on June 4, 2015. The employees represented by the FOP voted to ratify the agreement this week. Listed below are the key provisions of the contract:

1. Term of Agreement: 3 years expiring April 30, 2018.
2. 2.5% General Wage Adjustment on 5/1/15 plus a .5% equity pay adjustment.
3. 2.5% General Wage Adjustment on 5/1/16 plus a .5% equity pay adjustment.
4. 2.5% General Wage Adjustment on 5/1/17 plus a .75% equity pay adjustment.
5. Educational Reimbursement limits beginning 5/1/17

The general wage adjustment is consistent with wages provided for the Village's non-union employees and those Public Works employees represented by the Service Employees International Union (SEIU). The equity pay adjustment includes an additional wage percentage increase to adjust our officer pay for market comparability.

Discussions with the Union proceeded amicably throughout negotiations and involved a significant cooperative effort between the Village and union employees to develop terms and conditions that are both fair and beneficial to both sides. Discussions between the Village and the union reflect a sincere effort by both sides to make compromises when necessary and tentative agreements when appropriate. The 3-year term of this agreement is testament to good faith efforts by both parties to reach a cooperative, longer-term contract and hopefully is further solidified by your approval of this agreement. Staff recommends approval of the attached contract between the Village and FOP Labor Council representing our police patrol officers.

Cc: Joseph E. Breinig, Village Manager  
Ed Sailer, Police Chief  
Caryl Rebholz, Employee Relations Director  
Robert Smith, Clark, Baird, Smith Lawyers

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**VILLAGE OF CAROL STREAM**

**AND**

**ILLINOIS FOP LABOR COUNCIL**

**EFFECTIVE MAY 1, 2015 – APRIL 30, 2018**

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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 Illinois Fraternal Order of Police Labor Council, Inc. (hereinafter the "Council"). 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, the Council 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 police officers in the Police Department; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

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 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. Recognition.** The Village recognizes the Council as the sole and exclusive collective bargaining representative for all full-time non-ranking sworn police officers within the Police Department of Carol Stream. It is understood employees in the rank of Sergeant and above are not covered by the terms of this Agreement nor in the bargaining unit covered thereby.

**Section B. 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 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 Council shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, national origin, marital status, political status, disability, sexual orientation, or membership or non-membership in the Council. Any alleged violations of this Section, other than alleged

discrimination on the basis of Council membership, shall be processed through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure contained herein.

### ARTICLE III MANAGEMENT RIGHTS

**Section A. Management Authority.** It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in 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 police patrol officers of the Village;
3. To determine the places, methods, means, number of personnel needed to carry out the department 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 department or other police related functions;
8. To promote, suspend, discipline or discharge for just cause;
9. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
10. To make, publish and enforce rules and regulations;
11. To introduce new or improved methods, equipment or facilities;
12. To contract out for goods and services;
13. To establish work, productivity and performance standards;
14. To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager, the Acting Village Manager, Police Chief, or Acting Police Chief. It is the sole discretion of the President 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.

**Section B. Village Board Authority.** The President 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 thereof. This provision shall not affect the obligation to pay full time police officers as are employed from time to time during the term of the Agreement.

#### ARTICLE IV 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 work period in effect at the time of execution of this Agreement. Effective January 7, 2002, the parties have agreed that the Department shall institute a 12-hour shift schedule, as more fully described in Section O below, and Appendix E attached hereto. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

**Section B. Posting of Schedules.** Work schedules showing the shifts, work days, and hours to which police officers are assigned shall be posted via email a minimum of twenty-eight (28) days before going into effect. Shift assignments will be made in accordance with Appendix "C" attached to this Agreement.

#### **Section C. Work Day Defined.**

1. **Re: 8-Hour Shift.** The police officers' current work day consists of eight (8) consecutive hours of work within a twenty-four (24) hour period beginning midnight of the day the shift begins, which eight (8) hour period is interrupted by and includes a thirty (30) minute meal period (fifteen [15] minutes of which is unpaid), provided an emergency situation does not exist which automatically precludes it, and which is preceded by a mandatory fifteen (15) minute paid briefing period. Situations, which preclude the police officer's meal period, shall not result in additional compensation.

2. **Re: 10-Hour Shift.** Due to special Departmental needs, some police officers may be assigned to work days consisting of ten (10) consecutive hours of work within a twenty-four (24) hour period beginning midnight of the day the shift begins, which ten (10) hour period is interrupted by and includes a forty (40) minute meal period (fifteen [15] minutes of which is unpaid), provided an emergency situation doesn't exist which automatically precludes it, and which is preceded by a mandatory fifteen (15) minute paid briefing period. Situations, which preclude the police officer's meal period, shall not result in additional compensation.

3. **Calendar Adjustments.** Police officers whose normal workday 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 workday.

**Section D. Work Period Defined.** A work schedule or shift shall consist of a twenty-eight (28) day cycle. For the term of this Agreement, the work period shall consist of fourteen (14) consecutive workdays. Within a twenty-eight (28) day work schedule, there are two (2) work periods consisting of fourteen (14) workdays, the first two (2) weeks and the last two (2) weeks of the schedule.

1. **Re: 8-Hour Shift.** Each police officer on eight-hour shifts shall be scheduled for four (4) regular days off during each fourteen (14) day work period. Police officers on eight-hour shifts shall not be scheduled to work more than eight (8) consecutive days in a row within a work period, nor more than ten (10) days in a row between two work periods that adjoin each other.

Officers will be scheduled twice during a work period for two (2) consecutive days off with a minimum of two (2) workdays between these day-off periods. Single scheduled days off on the last day of one work schedule or the first day of the next work schedule does not violate the "two consecutive day off" rule. When this occurs, the one remaining day off in the first work period of a schedule shall be scheduled consecutively with his/her regular day off when possible.

Any deviation in the hours or days of work can be mutually agreed upon between the officer involved and a supervisor of the rank of sergeant or above.

2. **Re: 10-Hour Shift.** Each police officer on ten-hour shifts shall be scheduled for six (6) regular days off during a work period when working the ten-hour day. Police officers on ten-hour days shall not be scheduled to work more than six (6) days in a row without having a minimum of two (2) days off scheduled, nor have fewer than two (2) work days in a row between scheduled days off unless the officer and a supervisor of the rank of sergeant or above mutually agree to the deviation.

On weeks prior to a scheduled vacation, scheduled days off will change to meet vacation contract language identified in Article. VIII, Section A.

For weeks during a work period where the officer works five 8-hour days (i.e. training), there will be two (2) regular days off scheduled. If the work period includes an 8-hour, 5-day scheduled week and a 10-hour, 4-day week, the officer will be scheduled for five (5) regular days off during the work period.

**Section E. Overtime Defined.** All work in excess of eighty (80) hours in a 14-day work period shall be considered overtime except time, not contiguous to scheduled work hours, at court or grand jury or at an inquest hearing as stated in Section F. The 80-hour work period may include approved 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 or Chief of Police in order to continue operations. Such overtime must be approved by the Chief of Police in writing prior to being worked. All normal overtime will be scheduled in one-half (1/2) hour increments.

2. Emergency Overtime. Emergency overtime arises due to the immediate necessity of the task being performed, such as an incident, which requires a police officer 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 and the Chief of Police, 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. Work time compensated shall begin at the time the employee reaches the place of employment and shall terminate when the police officer is released from his/her duties. Other emergency overtime compensation will be paid in one-half (1/2) hour work increments. In order to facilitate notification for emergency over-time call-back duty, each officer shall provide the Village with an email address, text message address or other mutually agreeable electronic means by which the officer can be reached.

Section F. Court Appearance Pay. When a police officer is required to report to any hearing as a result of an exercise of his/her duties with the Village of Carol Stream, and such time is not contiguous to scheduled work time and is in excess of the standard work period, the officer shall be paid as follows:

1. Two (2) hours minimum pay for any hearing as a result of an exercise of his/her duties with the Village of Carol Stream, including grand jury, or inquest appearance at one and one half (1 ½) times the officer's rate of pay. The two (2) hour minimum court time pay shall not be applicable in situations where the police officer attends court at times which are contiguous to scheduled work hours.

2. Time shall be computed for pay purposes based upon the time actually spent at any hearing, as a result of an exercise of his/her duties with the Village of Carol Stream.

3. On January 1 and July 1 of each contract year, as compensation for officers' time spent on stand-by for court, each employee who is covered by this Agreement and on the payroll shall receive a bi-annual stipend equivalent to hours of pay, depending upon their shift assignment and employment status on the previous shift bid as follows:

Patrol Officers who work on the  
Following shifts: Day Shift (A & B  
Platoons), Day Power Shift, Day  
Traffic Shift, Detectives and SOU = 10 hours  
(which includes School Resource,  
DARE and Crime Prevention,  
except for night tactical)

All other officers assigned to Patrol,  
SOU night tactical and Night Traffic Shift = 20 hours

Officers who have met the above requirements, but who have retired (including disability) or who are promoted prior to January 1st or July 1st, shall receive the stand-by pay in his/her final compensation as members of the bargaining unit.

**Section G. Officer-In-Charge Pay.** When a police officer is assigned as Officer-in-Charge at the start of a shift, the officer shall be required to report for duty twenty (20) minutes prior to the start of the shift. Compensation for Officer-in-Charge duties shall be \$4.00 per hour, but shall not exceed \$32.00/40.00/48.00 per shift (depending on whether the Officer is assigned to a 8/10/12 hour shift).

**Section H. PTO Pay.** When a police officer is assigned as Police Training Officer, the officer shall be compensated an additional \$3.50 for each hour, so assigned, but shall not exceed \$28.00/35.00/42.00 per shift (depending on whether the Officer is assigned to a 8/10/12 hour shift).

**Section I. Travel Pay.** When a police officer is required to travel to a training site outside a radius of 20 miles from the intersection of North Avenue and Gary Avenue for departmental training that is either ordered or authorized by the Village, and beyond the length of his/her regular working day, such officer shall be compensated at his/her straight hourly rate for such travel time, provided that, if such distance exceeds 200 miles, the officer shall be compensated for one-half day (4 hours) for travel, each way.

**Section J. Village's Right to Schedule Overtime.** The Village has the right to schedule overtime work as required in a manner most advantageous to the Village and consistent with requirements of municipal employment in the public interest.

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

**Section M. 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 work period.

**Section N. Canine Officer.** The compensation, hours and terms of employment applicable to the Canine Officer position are set forth in Appendix D, attached hereto and incorporated herein as if fully set forth in this Article IV, Section N.

**Section O. Establishment of 12-Hour Shifts.** The parties have agreed that, effective January 7, 2002, the Department shall adopt a 12-hour shift schedule, in accordance with Appendix E, attached hereto. While the 12-hour schedule is in effect, the Department shall adopt, and affected officers shall be subject to, a 14-day work period pursuant to Section 207(k) of the Fair Labor Standards Act, 29 U.S.C.A. Sec. 207(k), and affected officers shall be compensated at their regular straight time rate for all hours worked up to 84 per pay period. Unless and until the 12-hour schedule is terminated, if any of the above terms of this Agreement and/or Appendix C conflict with the provisions of Appendix E, the applicable provisions of Appendix E shall supersede and said conflicting provisions shall be given no effect. If the 12-hour shift schedule

is abolished in accordance with the terms of Appendix E, the original terms of this Agreement shall be given effect as if the 12-hour shift schedule had not been implemented.

**Section P. Jury Duty.** An officer called to jury duty will be excused, without loss in pay, for that portion of the officer's work day that overlaps with hours spent on jury duty. All other officers will be counted as having worked their shift on the day that he/she actually reports for jury service, i.e., no more than one shift off per day of jury service.

**Section Q. Detective-on-Call Pay.** This Section becomes effective upon execution of this Agreement. One bargaining unit employee who is assigned to the position of detective will be eligible to receive Ten Dollars (\$10.00) for each 24 hour period such employee is required to be "on-call." Under no circumstances shall more than one employee be entitled to such compensation for any 24 hour period.

## ARTICLE V LAYOFFS

**Section A. Layoffs.** In cases of layoff, the Village will comply with the provisions of Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18, et. seq., as amended, insofar as required; provided however, the terms of this Article shall not operate to restrict any rights of the Village existing on January 1, 1991.

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

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

## ARTICLE VI SENIORITY

Seniority in the department shall be governed by the provisions of the Fire and Police Commission Act (Illinois Compiled Statutes, 65 ILCS 5/10-2.1-1 et seq.) and defined as length of service with the Carol Stream Police Department (subject to current Village policy, if any, concerning benefit accrual for length of service with the Village). In the case of ties, seniority shall be determined by placement on the Fire and Police Commission hiring list. The Village shall post annually a seniority list, which shall stand approved as posted unless grieved within the time limits set forth in the grievance procedure.

## ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

**Section A. Designated Holidays.** The legal holidays in the Village of Carol Stream shall be New Year's Day, George Washington's Birthday as observed, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas.

**Section B. Holiday Pay.**

1. In those cases where a police officer is required to work one of these holidays, the police officer will be compensated at one and one-half (1-1/2) times his/her regular pay for hours worked on the holiday.

- (a) In addition, the officer may also elect to:
  - (1) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
  - (2) Accrue eight (8) hours of holiday time provided that the officer at the time of the holiday has 56 or less hours of holiday time available for use.

2. If the holiday falls on a regularly scheduled day off, the police officer will:

- (a) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
- (b) Accrue eight (8) hours of holiday time, if the officer at the time of the holiday has 56 or less hours of holiday time available for use.

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

4. As used in this section, a holiday shall be measured by the length of the officer's actual scheduled workday under Article IV, Section C, above, whether eight (8) hours, ten (10) hours or twelve (12) hours, as applicable. Officers whose regularly scheduled shift both (i) starts at or after 1400 on December 31, and (ii) ends at or before 1800 hours on January 1, shall be deemed to be working on New Year's Day for purposes of this section.

**Section C. Personal Leave Accrual and Use.** Personal leave is allowed for all police officers of the Village. Personal leave shall be accrued at the rate of twenty-four (24) hours personal leave per calendar year for bargaining unit members. Newly hired officers will receive the personal day benefit on a pro-rated basis based upon the date the officer begins his/her employment.

Personal leave shall be used in increments consistent with the actual length of the officer's scheduled workday.

If the police officer does not use his/her personal day within the calendar year given, the personal leave will be forfeited.

**Section D. Personal Leave Scheduling.** Personal leave may only be taken as approved by the Chief of Police and, where possible, shall be scheduled sufficiently far in advance so that no disruption in Village services takes place.

**Section E. Personal Leave Incentives.** Effective January 1, 2014, as an incentive for employees, encouraging minimal use of sick leave, \$250.00 will be provided to any regular full time employee who does not use sick leave within a calendar year. In order to be eligible the following criteria must be met:

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

## **ARTICLE VIII VACATIONS**

**Section A. Vacation Accrual.** Vacations with pay shall be granted to all permanent police officers. Officers scheduled to take vacation in 40-hour increments or more shall not be scheduled to work their adjacent regular days off either immediately before or after their scheduled vacation. During the term of this Agreement, vacation shall accrue as follows:

18 months through 4th year	Eighty (80) hours per year (6-2/3 hours per month)
5th year of employment	One Hundred Twenty (120) hours per year (10 hours per month)
13th year of employment	One Hundred Sixty (160) hours per year (13-1/3 hours per month)
20th year of employment	Two Hundred (200) hours per year (16-2/3 hours per month)

**Section B. Vacation Benefits upon Termination of Employment.** When a police officer's service with the Village is terminated, he/she shall give the Village at least ten (10) working days notice or compensation, or unused vacation leave may be denied. Any police officer who leaves the Village before twelve (12) months of continuous service will receive no earned vacation.

**Section C. Allowance for Holidays Falling During Vacation.** Vacation pay as herein provided shall be in addition to any holiday pay to which the police officer may be entitled. Allowances for vacation pay shall be in addition to any recognized holidays, which may fall during the police officer's vacation.

**Section D. Vacation Time Usage and Accumulation.** Vacation leave shall be taken by the eligible police officer upon approval of the Chief of Police at a time that will not interfere unreasonably with the operation of the department.

Earned but unused vacation may be carried over from one year to the next, up to a maximum of 240 hours. Those police officers in excess of the amount allowed will cease to accrue vacation time until such time as the officer has fallen below the maximum allowable amount.

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

**Section F. Emergency Rescheduling.** In case of an emergency, the Village Manager or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back a police patrol officer from a vacation in progress.

**Section G. Vacation Scheduling.** Vacation scheduling will be done in accordance with the Police Department Policy No. 359 as amended and in effect on the date of execution of this Agreement, provided that after the initial vacation selection process, if similarly-situated officers request the same time off for vacation, the senior officer's request shall be given priority consideration.

The Police Chief reserves the right to specify two blackout periods per year, during which vacations may not be scheduled.

## ARTICLE IX SICK LEAVE

**Section A. Sick Leave Accrual.** Sick leave shall be earned, effective from the first day of employment at the rate of eight (8) hours 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 nine hundred twelve (912) hours. As a retirement bonus, one half of accumulated sick leave over the nine hundred twelve (912) hour limit shall be awarded to the retiring employee in the form of vacation pay. The police officer shall receive said amount in the form of either pay or vacation with pay, whichever the police officer shall elect. The Village shall keep complete records of the total amount of sick leave accrued and used by the police officer.

**Section C. Sick Leave Uses.** Sick leave may be granted for any of the following reasons:

1. A police officer's illness or injury of an incapacitating nature sufficient to justify absence from work.
2. If approved by the Chief of Police, an officer'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 police officer'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 relative (including in-laws) who is a permanent resident of the police officer'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 police officer'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.

**Section D. Sick Leave Procedures.** Notice of absence due to sickness or injury shall be given by the police officer to the on-duty supervisor two (2) hours in advance of the starting time for the scheduled work period. In the event sick leave is taken for more than two (2) consecutive days, the police officer may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the officer's expense. The Village Manager's Office shall provide to the doctor a detailed list of the daily activities of the police officer to assist in the determination of the police officer's work capabilities. Said doctor's certificate shall be required for all absences for more than five (5) consecutive days, and in all cases shall include a statement by the doctor as to the police officer's physical or mental ability to return to normal duties at the police officer'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.

**Section E. Family and Medical Leave.** The Village 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, as amended, and the applicable rules and regulations issued thereunder.

## ARTICLE X BEREAVEMENT LEAVE

The Chief of Police may authorize a police officer to be absent with compensation for a period of up to forty (40) work hours due to the death of a member of the police officer'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, as measured by the officer's actual scheduled workday, with pay for death of "other close family members." "Other close family members" shall include the officer's grandparents, grandchildren, uncles, aunts. In the case of grandchildren, up to two (2) additional days may be granted at the discretion of the Police Chief with the approval of the Village Manager. 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.

## ARTICLE XI UNIFORMS

**Section A. Uniforms Required.** The Village provides all police officers with uniform items as set out below. 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.

<i>Quantity</i>	<i>Item</i>
3	Pairs trousers
3	Short-sleeved shirts w/patches both sides
3	Long-sleeved shirts w/patches both sides
3	Mock turtleneck shirts
1	Outer vest carrier
1	Black tie
1	Tie bar w/state seal
1	5 star cap
1	Hat strap
1	Fur cap
1	Black "woolly pulley" sweater w/patches both sides
1	All weather jacket w/patches both sides
1	Lime green raincoat
1	Reversible hat cover black & lime green
1	Pair department authorized shoes
2	Name tags
2	Carol Stream Patrol Officer stars
1	Carol Stream Patrol Officer hat shield
1	Duty holster
1	Under belt
1	Outer duty belt
1	Handcuff case
1	Magazine case
1	Key strap
1	Pair handcuffs w/key
1	Duty pistol w/3 magazines
1	Body armor vest (required to be worn on duty unless Chief approves otherwise)
1	Metal radio holder/strap/portable radio
1	Radio MIC strap
1	Flashlight/flashlight cone
1	Reflective vest
1	O.C. spray w/holder
1	Pair latex gloves w/holder
1	Asp w/holder
1	Set of building keys, swipe card
1	Policy & Procedure manual, Personnel Manual, Rules & Regulations

**Section B. Appearance Standards.** All police officers who are provided with uniforms, as set forth above, 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. Replacement of Village Property.** The Village shall replace all uniform items (except items purchased under Section E below) damaged in the line of duty or rendered unserviceable by normal wear and tear. Body armor will be reconditioned or replaced on an "as needed" basis in accordance with the manufacturer's recommendations. Officers shall have the opportunity and may be required to coordinate inspection activities with the vendor to ensure timely and proper replacement of body armor.

**Section D. Officers' Duty to Maintain Village Property.** All police officers shall be required to maintain in a neat and serviceable condition all uniform items. Police officers may be required to replace any uniform item at the police officer'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. Police officers recognize that special care must be taken to prevent the loss of their Village-issued police badges (stars) and hat shields, and agree to fully reimburse the Village if a badge or hat shield is misplaced, lost or stolen. Police officers replacing any uniform item at their own expense, including badges and hat shields, shall not be subject to discipline provided that no criminal act was involved.

**Section E. Investigators' / SOU Allowance.** Police officers assigned to investigation and/or SOU duties shall be reimbursed annually for approved non-uniform clothing items as follows:

<u>Full- Year Inv./ SOU</u>	<u>Part- Year Inv./SOU</u>
\$500 (effective 5/1/06);	pro-rated % of \$500
\$550 (effective 5/1/07);	pro-rated % of \$550
\$600 (effective 5/1/08);	pro-rated % of \$600

Examples of such non-uniform clothing items are sports coats, dress shirts, blouses, skirts, dresses, slacks, pants, ties and other similar items appropriate for wear in an indoor office environment. Approval of the reimbursement shall be made upon presentation of proper receipts, inspection of clothing items purchased, and approval by the Police Chief and the Village Manager.

**Section F. Return of Village Property at Separation.** All police officers shall be required to return all Village-purchased uniform items at the time of termination of the police officer from employment with the Village. All police officers who have been required to purchase individual uniform items at their own cost shall provide to the Village a comprehensive list of said items within thirty (30) days of enactment of this Agreement which shall be placed in the police officer's personnel file.

## 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 permanent police officer who is scheduled a minimum of thirty (30) hours per week, a paid group term life insurance policy with accidental death and dismemberment coverage, with a benefit amount equal to the officer's salary at the time of death.

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 Council shall themselves be obligated to pay any insurance benefits provided for in this Article directly to police officers 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 police officer.

### **Section B. Health Insurance.**

1. **Health Insurance.** The Village maintains a group medical, major medical, hospital, and dental insurance program for all full-time, non-temporary employees of the Village including police officers who are scheduled for more than thirty (30) hours per week. It is not compulsory for an employee to join the program, however, all eligible employees who wish health insurance coverage shall participate as follows, depending on their dates of hire:

- (a) Employees hired prior to May 1, 1988 - who choose family coverage will pay 20% of the dependent portion of the group major medical and hospital insurance premiums, on or after August 1, 1994. Single coverage payments will be fully paid for by the Village.
- (b) Employees hired from May 1, 1988 to May 1, 1993 - shall pay 20% of the group major medical and hospital insurance premiums and after two years of participation in the health plan will pay 20% of the cost of the dependent coverage. Single coverage payments will be fully paid for by the Village after two years in the plan.
- (c) Employees hired on or after May 1, 1993 – who wish to participate shall contribute 20% of group major medical and hospital insurance premiums. New employees hired on or after 8/1/94 will only be eligible to participate in the Village's Health Maintenance Organization ("HMO") Option.
- (d) It is understood, at the time of this agreement, that the Village will offer an HMO plan on and after May 1, 2014 that is substantially similar to the existing HMO plan currently in effect at the time of ratification except that the following benefit levels may be changed to include: \$25 Physician Co-Pays, \$100 Emergency Room Visit Co-Pays, and RX Co-Pays of \$3/\$20/\$35.

2. **Dental Coverage.** Employees who wish to participate in the group dental program shall contribute a portion (20%) of the employee's coverage and one hundred percent (100%) of the dependent coverage costs of the program during the first two (2) years of participation in the program. After two (2) years of participation in the plan, the Village shall pay one hundred percent (100%) of the cost of the employee coverage; however, the employee shall continue to pay one hundred percent (100%) of the dependent coverage.

3. Plan Information. 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 Employee Relations Department.

4. Continuation Coverage. Employees who retire from the Village shall be eligible to continue the medical and life insurance benefits to the extent provided by law and provided that the program of the Village so permits. This eligibility will be continued only if the employee assumes the entire cost of the premiums plus a two percent (2%) administration fee. Retirement is defined as formal retirement from the Village's service under provisions of the appropriate Village pension program and eligible for pension benefits thereof.

5. Choice of Providers. 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. Upon renewal of the current insurance plan, police officers and their dependents shall be entitled the same terms and benefits as are provided to all other Village employees. The Village retains the right to adjust benefit levels as long as they remain substantially similar.

6. Coordination of Benefits. 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 whose birthday occurs first in the calendar year will be considered primary, unless otherwise required by law.

7. Coverage Disputes. 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 Council, nor shall such failure be considered a breach by the Village or Council 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, Council, police officer, or beneficiary or 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.

8. Non-Grievability. A difference between a police officer or his beneficiary and the insurance carriers or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement.

9. Section 125. As soon as is practicable, police officers will be permitted to enroll in the Village's Section 125 benefit plan.

10. Retiree Health Care Benefits. The Council and the Employer agree to participate in a joint study committee for purposes of researching the various methods and means by which the costs of health insurance for retirees and their dependents can be reduced. The committee members shall meet at mutually agreed times at least semi-annually during the term of the Agreement and shall report their progress, findings and recommendations in writing to the parties from time to time. Such findings and recommendations shall be advisory only. If such meetings are scheduled at times officers are scheduled to work, such officers shall be released from duty with pay for purposes of attending the meetings.

Section C. Pension. The Council recognizes the significance of the cost to the Village of the recent pension change.

### **ARTICLE XIII EDUCATIONAL REIMBURSEMENT, SELF-IMPROVEMENT RECOGNITION AND SEIP PROGRAM**

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

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

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

Beginning May 1, 2017 – April 30, 2018 an employee may receive up to \$10,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

Beginning May 1, 2018 – April 30, 2019, an employee may receive up to \$8,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

The Chief of Police or his designee will inform bargaining unit employees which courses and how much educational reimbursement funds have been included in a Village proposed budget. Educational reimbursements will be made to bargaining unit employees in accordance with their

class and/or course requests and as tentatively approved during the Budget review process generally conducted annually during the month of December subject to the above limitations. However, the Union understands and acknowledges that the final decision regarding the availability of educational reimbursement funds will not be known until the fiscal year budget is approved by the Village Board on or around May 1 of each year.

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

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

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

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

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

Employees who do not remain in active service with the Village for at least five (5) years of completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

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

Employees shall be limited to one course at a time, however, exceptions to this policy may be considered on an individual basis based upon Village and Departmental needs, employee performance and availability of funds. The amount of reimbursement will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion, will forfeit reimbursement. If the employee leaves the employment of the Village within five (5) years of completing a course or courses, the employee shall repay the Village the full amount of tuition reimbursement.

Notes:

1. Any employee who completed a degree, or courses towards a degree under Section B, above, prior to May 1, 2009, who does not remain in active service with the Village for at least two (2) years of completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.
2. Any employee who completed individual courses under Section C, above, prior to May 1, 2009 who leaves the employment of the Village within two (2) years of completing such a course or courses, shall repay the Village the full amount of tuition reimbursement.

#### **ARTICLE XIV TRAINING REIMBURSEMENT**

**Section A. Reimbursement Upon Resignation.** 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 including recruit school training.
2. 2 years, 1 day thru 3 years = one hundred percent (100%) for all voluntary training including recruit school 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 eighteen (18) 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 XV WAGE SCHEDULE AND PAY-FOR-PERFORMANCE**

**Section A. Wages.** Effective May 1, 2015, officers shall be paid according to the following schedule, based on their years of completed service, subject to the requirements of Section C. below. Advancement through the schedule shall be effective upon the officer's completed years of service, based on his/her anniversary date of hire.

- a. Effective May 1, 2015, 2.5% across the board increase.
- b. Effective May 1, 2016, 2.5% across the board increase.
- c. Effective May 1, 2017, 2.5% across the board increase.

In addition to the above wage schedule, a non-compounding 0.5% market equity adjustment will be applied effective May 1, 2015, and May 1, 2016, as well as a .75% market equity adjustment effective May 1, 2017.

As a result, the wage schedule will be as follows:

	5/1/2015	5/1/16	5/1/17
START	61,402.70	63,244.78	65,300.23
After 1 year	65,930.02	67,907.92	70,114.93
After 2 years	70,457.29	72,571.01	74,929.57
After 3 years	74,984.57	77,234.10	79,744.21
After 4 years	79,511.87	81,897.23	84,558.89
After 5 years	84,039.19	86,560.37	89,373.58
After 6 years	88,566.48	91,223.47	94,188.23

All wages shall be retroactive to May 1, 2015 for employees who are employed by the Village (whether or not they are in a bargaining unit position) and for those employees who have retired from the Village in good standing prior to ratification. Retroactive paychecks shall be issued to officers within twenty-one (21) days of execution of this Agreement.

**Section B. Evaluations.** At least once each anniversary year of employment, the Village shall conduct a written evaluation of the officer's performance during the preceding year.

(1) **Conduct of Evaluations:** Such evaluation shall be performed promptly after the officer's anniversary date of hire. The officer's performance shall be determined through a formal evaluation process established by the Village which considers the employee's abilities, training, and service record compared to the levels and guidelines established for the position.

(2) **Evaluation Form:** The form currently in use in connection with the Village's evaluation process is attached hereto as Appendix F. The Village may adopt such evaluation process as it deems appropriate, provided it gives the officers at least one year written notice of clearly established and uniform standards and goals for the respective position(s) which must be met in order to achieve a rating of satisfactory or standard performance.

(A) The Village shall give the Union not less than sixty (60) days advance written notice of any changes to be made to the evaluation process. If the Village proposes to make substantial changes to the evaluation which will impact the officer's ability to achieve a satisfactory or standard performance evaluation, the Union shall have a right to serve a demand to bargain on the Village within fourteen (14) calendar days of receipt of notice from the Village.

(B) Any agreements reached as a result of such bargaining shall be reduced to writing and made part of this Agreement. Absent agreement, the parties shall resolve their disputes regarding such proposed changes by means of interest arbitration as set forth in the Illinois Public Labor Relations Act.

**Section C. Advancement Through Schedule.** In order to advance to the next Step in the Wage Schedule on his/her anniversary date, an officer's performance must have been evaluated as satisfactory or standard. If an officer receives an unsatisfactory or below-standard evaluation, the officer shall not advance to the next Step on the Wage Schedule on his/her anniversary date.

**Section D. Unsatisfactory Evaluations.**

(1) **Notice.** When the Village believes an officer is in danger of receiving an unsatisfactory evaluation or below-standard evaluation for an employment anniversary year, such employee will be notified in writing at the end of the officer's anniversary quarter in question of the substandard deficiencies involved and the reasons therefore, and that the officer's failure to cure said deficiencies may result in the employee's annual evaluation being rated substandard. Officers whose performance (other than meeting annual performance goals) has deteriorated to substandard levels in the fourth quarter of the evaluation year will receive prompt notice of his performance deficiencies, and may receive an unsatisfactory or substandard evaluation if the deficiencies remain unremedied at the conclusion of the evaluation year.

(2) **Quarterly Evaluations.** Officers who receive an unsatisfactory or substandard evaluation shall be re-evaluated quarterly. Until such time as an officer receives a satisfactory or standard performance evaluation, he/she shall not advance to the next Step in the Wage Schedule. Upon receipt of a satisfactory or standard performance evaluation, advancement shall occur.

**Section E. Disputes.** Disputes regarding an officer's failure to receive a satisfactory or standard performance evaluation and failure to advance within the Wage Schedule shall be subject to the grievance procedure.

**ARTICLE XVI DISCIPLINE:**

**Section A. Disciplinary Suspensions and Discharge.** The Village may suspend or discharge officers for just cause.

**Section B. Chief's Authority.** The Police Chief shall have such disciplinary authority as is inherent in his position, plus the disciplinary authority:

- (1) To discharge police officers under his command, or to issue disciplinary suspensions of officers. Such disciplinary action shall be deemed final, subject only to an appeal of the disciplinary action in accordance with the provisions of this Article; and
- (2) To suspend an employee with or without pay pending an investigation for such time as is necessary to complete the investigation, provided that no suspension or portion of a suspension that is without pay shall exceed thirty (30) days. Such disciplinary action shall not be deemed final until the investigation to which it relates is completed, at which time the officer shall have the right to file a grievance with respect to resulting or aggregate disciplinary action, including discharge.

**Section C. Probationary Officers.** Probationary officers may be discharged or otherwise disciplined without recourse to the grievance procedure. No grievance or other appeal may be filed or processed under this Agreement or any Village ordinance or procedure with respect to the discipline or discharge of a probationary officer.

**Section D. Disciplinary Grievances.** If a non-probationary officer elects (with the approval of the Union) to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with Article XVIII of the Agreement, except as provided herein. Oral reprimands and written reprimands are not grievable or otherwise appealable. A grievance relating to a discharge or a suspension issued pursuant to Article XVI, Section B (1), shall be filed at Step 4 of the procedure. In the event that a disciplinary grievance so filed is appealed beyond Step 4, the officer shall have the right to make an irrevocable election (with the approval of the Union) to have his grievance heard by an arbitrator pursuant to Article XVIII, Section E of the Agreement or by the Carol Stream Board of Fire and Police Commissioners. If the officer elects to have his grievance heard by the Board of Fire and Police Commissioners, a notice of appeal to the Board of Fire and Police Commissioners must be filed in lieu of the filing of a notice of arbitration within the seven (7) calendar day time period provided by Article XVIII, Section E. Such election of appeal either to arbitration or to the Board of Fire and Police Commissioners, once it is submitted in writing and signed by the officer and the Union, shall be final and may not be changed except to withdraw the grievance.

**Section E. Finality of Decision and Judicial Review.** An arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8. A decision by the Board of Fire and Police Commissioners with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to administrative review as provided by the Administrative Review Law, 735 ILCS 5/3-101, et seq.

**Section F. Exclusivity of Disciplinary Procedures.** This Agreement is intended to modify or supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA 5 ILCS 315/15 and the Village of Carol Stream's Home Rule Authority, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

**Section G. Disciplinary Procedure Savings Clause.** Should any provision of this Article XVI be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes, and/or regulations of the United States of America and/or the State of Illinois, the rights and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17 until or unless a different provision is instituted pursuant to good faith negotiations conducted pursuant to Article XXI of this Agreement.

## ARTICLE XVII NO STRIKE

**Section A. No Strike/No Lockout.** During the term of this Agreement, neither the Council 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 Council and its representatives agree to inform its members of their obligations under this Agreement and direct them to return to work. The Village shall not lock out employees in violation of Section 14(m) of the Illinois Public Labor Relations Act, Illinois Compiled Statutes, 5 ILCS 315/14.

**Section B. Union's Duty to Comply.** The Council 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. Discipline of Strikers.** The Village may discharge, discipline and deduct pay or withhold other benefits of any police officer 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 (i.e. Board of Fire and Police Commissioners) 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's Right to Discipline.** The Council 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 police officers participating therein, and/or any, some, or all of the leaders of the Council who so participate, as the Village may choose.

**Section E. Right to Judicial Relief.** 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 GRIEVANCE PROCEDURE

**Section A. Definition and Steps.** A grievance is any dispute or difference of opinion between the Village and the Council 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 and matters, which fall within the jurisdiction of the Fire and Police Commission are not challengeable as a grievance. It is mutually agreed that all grievances shall be processed in accordance with the following steps:

***Step 1.*** The grievant shall take up the grievance with his or her immediate supervisor in writing within seven (7) calendar days of the incident giving rise to the grievance. The immediate supervisor shall respond in writing within seven (7) calendar days thereafter.

**Step 2.** If the grievance is not settled in Step 1, the grievant may, within seven (7) calendar days of receipt of the supervisor's response, file a written grievance to the Commander, setting forth the nature of the grievance and the agreement provision involved. The Commander shall respond in writing within seven (7) calendar days of notification.

**Step 3.** If the grievance is not settled in Step 2, the grievant, may within seven (7) calendar days of the Commander's response, appeal to the Police Chief in writing. The Police Chief shall respond in writing within seven (7) calendar days of notification.

**Step 4.** If the grievance is not settled in Step 3, the grievant, may within seven (7) calendar days of the Police Chiefs response, appeal to the Village Manager in writing. The Village Manager, or his designee, shall meet with the grievant within ten (10) calendar days of such appeal, and shall respond in writing within fifteen (15) days thereafter.

The grievant's right to Council representation at the meeting with the Village Manager shall be limited to one Council representative present at such meetings, unless the Village agrees otherwise.

**Section B. Extensions of Time.** Extensions for additional time may be requested by either party throughout the process and shall not be unreasonably withheld.

**Section C. Responsibility for Assigned Tasks.** It is agreed and understood that circumstances which give rise to a grievance shall not exempt an officer from the responsibility of completing an assigned task.

**Section D. Arbitration.** After a grievant has exhausted the steps established above for the settlement of grievances, and the grievance remains unsettled, the Council may pursue arbitration.

**Section E. Arbitration Procedure.** Within seven (7) calendar days of receipt of the Village Manager's decision, the Council 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 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 Council each have the right to reject one (1) panel of five (5) names in its entirety, and request that a new panel of five names be submitted. Both the Village and the Council 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 Council and Village representatives. The Village shall select the location for the hearing, which shall be within the Village limits. The Village and the

Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council 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 final and binding on all parties, as provided in Article XVI, Section E. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by the parties; provided that, in the case of a disciplinary grievance taken to arbitration over suspensions of five (5) days or less, the non-prevailing party shall pay the entire cost of the arbitrator's fees and expenses and the cost of the original written transcript, if any.

The term "non-prevailing party" means the Union if the grievance is denied and the Village if the grievance is upheld in its entirety. If the grievance is upheld in part, such as by reduction of the disciplinary penalty, neither party shall be considered to be the non-prevailing party. In all cases, 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 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 Council 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 EMPLOYEE RIGHTS

**Section A. Personnel Files.** Employees shall have those rights with regard to personnel files set forth in the Administrative Procedures Manual, O.P. 21, "Employee Access to Personnel Records," subject to overriding federal or state law, if any.

**Section B. Bill of Rights.** The Village shall comply with the Peace Officers Disciplinary Act (50 ILCS 725/1 et seq.) and the Public Labor Relations Act (5 ILCS 315/1 et seq.) in the investigation of Officers.

**Section C. Alcohol and Drug Testing.** The Village reserves the right to order random and reasonable suspicion blood and/or alcohol testing. In the event that the Village orders any suspicionless drug and/or alcohol test, the Village shall test all bargaining unit members on each such occurrence. Any drug or alcohol testing of individual Officers shall be based on reasonable suspicion.

## ARTICLE XX 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 Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and, except as expressly provided elsewhere in this Agreement, each agrees that the other 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 that 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. This provision shall not operate to relieve the Village of its obligation to bargain, upon the Union's request, over the effects of the Village's exercises of its management rights as required by law.

## ARTICLE XXI SAVINGS CLAUSE

**Section A. Effect of Later Enactments.** 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. Agreement to Supersede.** 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.

## ARTICLE XXII COUNCIL ACTIVITY, DUES DEDUCTION AND FAIR SHARE

**Section A. Union Activity.** The conduct of Council business shall not occur while on duty, involve the use of police facilities or equipment, or disrupt police department function in any way. Exceptions shall only be allowed when the Police Chief approves. However, such approval shall not be arbitrarily or capriciously withheld.

The Village shall provide the Council with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Council 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 Council with an explanation.

Any employee chosen to attend conferences, meetings, seminars or conventions of either the Fraternal Order of Police or the Labor Council shall, upon written request submitted to the Police Chief with at least ten (10) calendar days advance notice, be granted the use of his available time off options, or an unpaid leave of absence, to attend such functions subject to the Chiefs discretionary approval. Such time off shall be limited to not more than two (2) employees, and not more than a total of forty (40) hours per year.

The parties agree to try to schedule negotiations meetings during hours when Officers who are members of the Council's bargaining team are not scheduled on duty. In the event that such meetings cannot be so scheduled, and in the event that officers are unable to trade work shifts, one (1) Officer from the Council's bargaining team shall be released from duty with pay for three (3) hours for purposes of negotiating meetings with the Village. One (1) Officer who is a representative of the Council 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 B. Dues Deductions.** The Village agrees to deduct, once each month, dues in the amount certified to be current by the secretary-treasurer of the Council from the pay of those employees who individually request in writing that such deduction be made. (See Appendix A). This authorization shall remain in effect until terminated in writing by the employee(s) or expiration of this Agreement, whichever occurs first.

**Section C. Fair Share Fees.** Any bargaining unit officer who is not a member of the Council shall be required to pay a fair share (as determined by the Council) 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 officers certified 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, also be required to pay a fair share as defined above.

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

1. The Council has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty (30) days;
2. The Council 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 Council of his obligation pursuant to this Article and of the manner in which the Council has calculated the fair share fees;

3. The Council 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 Council, assigned by the officer and the Council for the purpose of determining and resolving any objections the officer may have to the fair share fee. The Council agrees to comply with the requirements laid down by the U.S. Supreme Court in *Hudson, 106 U.S. 1066 (1986)*. The Council 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 Council, as the exclusive representative, shall represent all bargaining unit employees fairly and equally.

**Section D. Union to Indemnify.** The Council 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.

#### **ARTICLE XXIII LABOR MANAGEMENT CONFERENCES**

The Council and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Village. 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. Employees on duty may attend such meetings on pay status.

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 XXIV IMPASSE RESOLUTION**

Upon expiration of this Agreement, and an impasse in negotiations for a successor agreement, or as may otherwise be required by the Act, the parties shall resort to statutorily-required impasse procedures pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/14 as amended.

#### **ARTICLE XXV RESIDENCY**

**SECTION A.** Sworn police officers of the Police Department shall possess qualifications as are required by statute and shall, in addition, be citizens of the United States. Sworn police officers shall reside within a 25-mile radius of the intersection of North Avenue and Gary Avenue before the end of their probationary period. The Village Manager, upon recommendation of the Chief of Police, may grant a temporary fixed-term exemption of the

residency requirement upon a sworn police officer's petition claiming exigent circumstances preventing residency compliance.

**SECTION B.** Any sworn police officer who, within the time specified above, does not move into the geographical area established as a mandatory residence zone in this section, or who does not serve, except in the case of involuntary discharge instituted by the village, at least one year after the termination of probation as a sworn police officer shall, at the time of termination or within 60 days thereafter, repay to the village actual costs incurred by the village in education, training and providing uniforms for the officer.

**SECTION C.** Provided, however, that in the event that such police officer resigns and the resignation is accepted, and that officer does not begin employment with a governmental Police Department within one year of the termination of employment with the village, such repayment shall not be required from police officers who have been hired by the village prior to January 1, 2000.

**SECTION D.** Any sworn police officer, who without exemption, fails to meet or comply with the residency requirements established in this article shall be subject to discipline, including suspension or discharge.

#### **ARTICLE XXVI TERM OF AGREEMENT**

Except as specifically provided, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2018. 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.

Complete Contract Reopener. The Council shall serve on the Village a written demand to reopen not less than ninety (90) calendar days, nor more than one hundred and twenty (120) calendar days prior to May 1, 2018. 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 reopener negotiations or impasse resolution proceedings.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_ day  
of \_\_\_\_\_, 2016.

**VILLAGE OF CAROL STREAM**

**ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Secretary FOP Lodge 45

*John B. Bullock*  
\_\_\_\_\_  
PRESIDENT FOP LODGE 45

**APPENDIX A**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCKTOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, the Village of Carol Stream, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal Email: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Current Assignment and Job Location: \_\_\_\_\_

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**Employer, please remit all dues deductions to:**  
Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clocktower Drive  
Springfield, Illinois 62704  
(217) 698-9433

**APPENDIX B**

**GRIEVANCE**

(use additional sheets if necessary)

Department: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

LODGE NO.
YEAR
GRIEVANCE NO.

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person To Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**STEP TWO**

Reason for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP TWO RESPONSE**

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Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**STEP THREE**

Reason for Advancing Grievance: \_\_\_\_\_

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Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP THREE RESPONSE**

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Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR**

Reason for Advancing Grievance: \_\_\_\_\_

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Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP FOUR RESPONSE**

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Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

Section A. REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

Employer Representative Signature \_\_\_\_\_

## APPENDIX C

Shift assignments shall be made by seniority; however, seniority may not be the only determinant for shift assignment. Specific shift and departmental needs may necessitate assignments on a basis other than seniority. The Deputy Chief of Patrol and the Patrol Commanders shall be responsible for making shift assignments and his decision will be subject to final review by the Chief of Police. If the Deputy Chief of Patrol, Patrol Commanders or the Chief of Police makes shift assignments contrary to the normal seniority shift bid system, it will not be done in an arbitrary or capricious manner. It is recognized by the Village and the Union that the procedure described in this Appendix applies to officers assigned to regular patrol functions and does not apply to officers when they are assigned to the Investigation Unit, Special Operations Unit (SOU), the Traffic Unit, or other specialized unit that both parties may mutually agree to exclude during the duration of this Agreement.

The Deputy Chief of Patrol shall provide a shift bid sheet to each corporal (as defined in Carol Stream Police Department Policy #129) and officer that are assigned to a regular patrol function on October 1<sup>st</sup> (if the first falls on a weekend day, it will be provided on the following Monday). The shift bid sheet shall list the two shift bid periods for the next year. The shift bid sheet will be returned to the Deputy Chief of Patrol on or about October 15<sup>th</sup>.

Officers will bid on a seniority basis for a position on one of the following shift assignments:

### **Day Shift**

#### Shift hours 0600-1800

1 Corporal (A & B Platoons)  
6 Positions (A & B Platoon)  
2 Flex Officers (A & B Platoon)

### **Night Shift**

#### Shift hours 1800-0600

1 Corporal (A & B Platoons)  
6 Positions (A & B Platoon)  
2 Flex Officers (A & B Platoon)

### **Power Shift**

#### Shift Hours 1400-0200

2 Positions (A & B Platoon)

### **Flex Officer**

Variable positions

Officers working as Flex Officers during a bid period may be assigned to any shift (including power but excluding traffic) for a minimum of a two-week period.

### **Traffic Officer**

Shift Hours – See each shift

3 positions

Day Traffic: Work Monday, Tuesday, Friday, Saturday (Off  
Wednesday/Thursday/Sunday)

Shift Hours 0700-1700

Night Traffic #1 Work Saturday – Tuesday (Off  
Wednesday/Thursday/Friday)

Shift Hours 1700 – 0300

Night Traffic #2 Work Tuesday – Friday (Off  
Saturday/Sunday/Monday)

Shift Hours 1800 – 0400

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three traffic positions for each respective bid period.

During the summer months when the School Resource Officers (SRO) are not performing their normal school related duties, duties related to the Special Operations Unit or on vacation, he/she may be assigned to work in the Patrol Division. Any additional personnel added to the authorized sworn strength of the department during the duration of this agreement, will be classified as “floaters”.

Any vacancies occurring within the permanent shift assignments for extended periods of time will be filled by floaters.

In the event that all available floaters are used to fill vacancies to fulfill minimum manpower requirements, officers in the above shift assignments will be transferred to fulfill the necessary vacancies in an inverse seniority order for periods of time of no less than seven (7) days.

In the event it is necessary to transfer officers to fulfill shift specialty requirements, officers will be transferred in inverse seniority order by specialty for periods of time of no less than seven (7) days or more than twenty-eight (28) days.

When officers are transferred to cover permanent shift slots when more than two (2) probationary officers bid the same shift, they will be transferred in inverse seniority order.

Patrol zone assignments will be done in accordance to Carol Stream Police Department Policy #314 (Patrol Assignments).

When changes in assignments are necessary, management will attempt to have them coincide with the beginning of one of the two shift bid periods. (Ex: Assignments to SOU, Investigations, etc)

## APPENDIX D

### REGARDING THE CANINE PROGRAM

#### 1) Assignment

The Village shall post a notice of vacancy in the position of canine officer whenever one shall exist. Such notice shall remain posted for a period of at least fourteen (14) calendar days so as to afford officers the right to apply for the position. The Village shall have the discretion to select the canine officer from among those officers who have indicated an interest in the assignment. In light of the understandings expressed herein below regarding overtime compensation at the straight time hourly rate of pay, the parties agree that any officer's acceptance of an assignment as a canine officer shall be strictly voluntary on the part of the officer.

#### 2) Compensation of Canine Officer

- (a) An officer assigned as a canine officer shall be compensated in an amount equal to one (1) hour of his or her regular straight time hourly rate each day the canine is in the care and custody of the officer, whether on duty or off duty, for providing care and maintenance to the canine. This compensation is paid for canine care duties, including but not limited to feeding, exercising, cleaning the kennel and the canine, transportation for veterinarian care and grooming.
- (b) This one-hour may be paid in cash compensation, by relieving the officer from duty with pay one hour prior to the scheduled end of the shift to which he is assigned, or providing an hour of compensatory time off if the officer works all hours of the shift to which he is assigned on a given day. When the officer is released from duty with pay one hour prior to the end of the regularly scheduled shift, that hour of release time shall count as hours worked for purposes of receiving overtime compensation.
- (c) The parties recognize that the care and handling of the canine is substantially different work from the regular duties of a police officer, within the meaning of the Fair Labor Standards Act 29. USC 207 (g)(2). Accordingly, said one hour per day of compensation shall include all overtime premium pay which may be payable due to the performance of the canine care duties outside the officer's regular work schedule. Such hours of canine care duties shall not be counted as hours worked as a sworn peace officer for purposes of calculating overtime in the performance of the officer's regular duties (except as set forth in subsection (b) above when the officer is released from duty one hour prior to the scheduled end- of the work shift). Article IV, Section E.2 of the parties' labor agreement regarding emergency overtime.

3) **Equipment and Costs of Maintenance**

The Village will provide an assigned canine equipped take-home vehicle and will provide and pay for all food, supplies, kennel at the canine officer's home, veterinarian care, long-term kenneling and all other equipment or needs of the canine.

4) **Hours of Work**

The canine officer shall be considered part of a special unit. The canine officer normally shall be assigned to the Patrol Division with regularly scheduled hours of 1700 to 0300, Wednesday through Saturday, and in conformance with the provisions contained in the parties' collective bargaining agreement in Article IV, Sections C.2 and D.2 with regard to 10-hour workdays. The assigned duty shift of the canine officer may be adjusted to accommodate the one-hour of compensation on regular duty days by having the canine officer work the duty shift reduced by one actual hour less than the normally assigned shift. All off-duty days will be compensated with one hour of pay at the straight time rate or one hour of compensatory time off.

5) **Vacation**

The canine officer will select vacations in accordance with Article VII, Section G of the parties' collective bargaining agreement, and will constitute one of the two (2) Group #2 positions described in the Carol Stream Police Department procedure #99-359. While on vacation, the canine officer will continue to receive one-hour of compensation as set forth above for every day the canine is under his/her care, and not under the care of a kennel, veterinarian or similar facility at the employer's expense.

6) **Training**

The parties agree that due to the extensive amount of training required for the canine team, all compensation pertaining to off-duty canine training shall be at an amount equal to the officer's straight time rate of pay.

7) **Ownership**

The canine shall remain the property of the Village of Carol Stream during the period of active duty. Should the canine be retired or withdrawn from active service by the Village, in recognition of other good and valuable consideration the officer has given the Village, the canine officer shall have the right to purchase the canine from the Village for the sum of one dollar (\$1.00).

## APPENDIX E

### (Work Schedules-Platoon Plan)

#### **2 DAY SHIFT AND 2 NIGHT SHIFT PLATOONS (12 HOUR SHIFTS)**

- Each of the day and night platoons will normally consist of 1 sergeant, 1 Corporal, 6 zone officers and available flex officers.

#### **NIGHT POWER PLATOON**

There will be two (2) night power shift officers. One night power shift officer will be assigned to the A platoon. One night power shift officer will be assigned to the B platoon. See Appendix C for the night power shift officer's work hours. The department may add additional officers to the night power shift if an increase in staffing levels would allow for this.

#### **FLEX OFFICERS**

The flex officers will be assigned by placing available officers on one of the five platoons. Each officer will use that assigned platoon as home base for purposes of vacation selection.

Flex officers will be subject to assignment to fill other shifts as needed but must be assigned for a minimum of a two-week period. The flex officer may be assigned to work the twelve, ten or eight hour positions.

#### **TRAFFIC OFFICERS**

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three schedule positions for each respective bid period. The hours for the traffic officer shifts are identified on the schedule matrix

#### **DARE AND SCHOOL RESOURCE OFFICERS**

DARE and school resource officers during the school year, will be selected to work 5 days a week, 8 hours a day. Final scheduling will be determined by the needs of the DARE and school resource programs and the SOU sergeant.

During the summer months when the School Resource Officers (SRO) and DARE officer are not performing their normal duties or on vacation, they will be designated for special assignment in or will work in the Patrol Division. Each officer will select the patrol platoon he wants to work for the summer during the normal shift bid process. Once he selects a shift, the section will not have any bearing on any other officer's permanent shift bid assignment or vacation time already scheduled. Patrol or special assignments will be made in one-week periods or by mutual agreement if for shorter periods of time.

#### **SOU AND INVESTIGATIONS**

Officers working in SOU and Investigations may be permitted to work 10-hour days based on the individual unit's workload and personnel needs. Any deviation from the standard 8-hour day must be indicated on the original posting of that unit's schedule and be approved by the Deputy Chief.

### **SHIFT SELECTION**

The department will post shift bid summaries and vacation selections on October 15<sup>th</sup> or the first Monday after the 15th. All personnel assigned to the Patrol Division will sign up for two six-month periods each year based on seniority. Officers will select their shift hours but not their platoon assignment. Management will determine platoon assignment based upon the shift selection.

1. Sergeants will make their shift bids first and within the manner prescribed by management.
2. Corporals will then select their shifts of choice within the day, and night platoons by means of seniority on the department.
3. If a vacancy occurs during the year in a Corporal position, the next OIC on the sergeant's list will fill the vacancy. If there are no eligible candidates on the list, management reserves the right to select a qualified replacement secondary OIC to fill the vacancy. In the event that a secondary OIC is assigned by management, the assignment will be for no longer than a six-month shift period.
4. If supervisory need dictates that a Corporal is assigned as an acting shift commander, staff may assign another Corporal to the shift. Management reserves the right to assign an officer in order to maintain efficient department operations.
5. Normally, transitions/transfers will be scheduled at the normal six-month break of platoon shift assignments. If a compelling need arises requiring a personnel transfer prior to a break, the employee will fill the position vacated by the officer replacing that person. Pre-selected vacation will not be affected even when it results in more than the minimum number of personnel off on vacation.
6. Employees may request to trade their workdays and days off with other personnel. If approved, the employees involved will complete the same full shift increment trade within the same work period. Only officers working the same number of shift hours will be allowed to trade. An officer will not work a "double shift" due to a trade.
7. Additional officers added to the patrol division strength above the levels indicated at the time of this agreement will be classified as "flex officers" and assigned at management's discretion to one of the designated slots.
8. In the event that staffing shortages require the re-assignment of power shift personnel to cover platoon assignments such assignments will be done in inverse seniority. The canine officer will be exempt from this reassignment.

### **ADJUSTING OF POWER SHIFT WORK HOURS**

- When staffing shortages occur, an officer may be called in early for his/her tour of duty. There will be no more than a three-hour change in the officer's starting time and every attempt will be made to relieve the officer after his normal number of shift hours.

## VACATION SELECTION

- All dates are open for vacation selection (except for a maximum of two selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
  - No more than two (2) non-Corporal patrol officers per platoon or group may be on a vacation day at a time.
  - The sergeant and Corporal in each platoon will bid against each other for vacation days. The sergeant will always have the first selection.
1. The sergeant or Corporal must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. He must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. After the vacation list has been through both of them, the list will be returned to the sergeant and secondary selections can be made. Secondary selection must be made in one-block increments. A maximum of two blocks of time may be taken during the second round of selection. Third round selections may be taken in individual days with a 3-day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
  2. Day and night platoon officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round selection. After the vacation list has been through an entire platoon the list will be returned to the beginning and secondary selections can be made. Secondary selections must also be made in one-block increments. A maximum of two blocks of time may be taken during the second round selection process. Third round selection may be taken in individual days with a 3-day maximum at a time, or in a one block increment.. Additional selections may be made with the same rule as the third round selections.
  3. Night Power shift officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. Once all power shift officers have made their first round selections, the list will be returned to the beginning for second round selections. Secondary selections must also be made in one block increments. A maximum of two blocks of time may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
  4. Traffic officers will bid between themselves for vacation time. Traffic officers may select a maximum of two weeks for their first selection. Once all traffic officers have made their first round selections, the list will be returned to the beginning for second

round selections. A maximum of two weeks may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one week period. Additional selections may be made with the same rule as the third round selections.

5. The following groups will select vacations in their respective groups:
  - a) Sergeant and Corporal
  - b) Each of the 4 platoons (includes flex officers)
  - c) Day Power shift officers
  - d) Night Power shift officers
  - e) Traffic Unit
  - f) SOU (includes DARE and SRO officers)
  - g) Investigations

### **ADJUSTING WORK DAYS AND DAYS OFF**

Officer work days and days off may be adjusted for purposes of training subject to the following:

- Training – Training days will be considered as an 8-hour workday. An officer will be required to utilize leave time on the books to complete his normal number of shift hours unless the employee works the additional time by mutual agreement of the officer involved and the department.
- Days off for training may be adjusted as needed by management when the adjustment is scheduled 28 or more days in advance. Absent mutual agreement for those scheduled training incidents that are made with less than 28 days advance scheduling, management will be only allowed two incidents within a year per employee. An incident is considered any number of consecutive training days.
- If an officer has 32 hours or more of accumulated comp time, management can assign that officer working a twelve-hour shift to one 8-hour workday. If the assignment of one 8-hour day is not accomplished by the end of a work period, the employee will accumulate either 4 hours of straight time compensatory time (if not over the 40-hour cap) or straight time overtime at the employee's option.
- At any other time by mutual agreement

### **COMPENSATORY/HOLIDAY TIME**

- An employee must accrue compensatory off (due to working 84 hour work period only) at the applicable straight overtime work rate in lieu of pay until his accrual bank equals 32 hours.
- Once an officer's bank is between 32 hours and 40 hours, he may elect to accrue straight-time compensatory time off or equivalent straight time pay due to working an 84-hour work period.

- The employee's compensatory time bank will not exceed 40 hours and the employee's holiday hour bank shall not exceed 64 hours at any time.
- Compensatory/Holiday time can be requested at any time by an employee. The granting of compensatory/holiday time will be granted at the sole discretion of the shift/watch commander. Officers may request to trade days of work or time off instead as previously outlined.

### **DISCIPLINE**

Discipline suspension time will be considered in 8-hour blocks of time. Should an officer receive discipline that results in only partial time off of his/her regularly assigned shift, he will use other accumulated time to make up for an entire shift.

### **ROLL CALL/LUNCHES**

12-hour shift	45-minute lunch and two 15-minute breaks
10-hour shift	40-minute lunch and two 10-minute breaks
8-hour shift	30-minute lunch and two 10-minute breaks

Roll call will remain as being considered compensated time with the appropriate lunch break including 15 minutes of uncompensated time. Each patrol employee is expected to arrive and be prepared and present for duty fifteen minutes prior to the start of duty.

### **HIREBACK**

- An officer will not be scheduled to work more than 12 hours in a patrol assignment at a time. An officer will not work more than 14 consecutive hours absent extenuating circumstances. In case of extenuating circumstances, an officer may be required to work in excess of 14-hours until relieved or when the emergency is brought under control.
- An officer will be required to work in excess of 12 hours for the purpose of completing a police report and/or arrest report when it involves an incident or situation of a serious nature. The decision under these circumstances will be made by the shift supervisor and will be made on a "case by case" basis in consideration of the seriousness and need for the completion of the report or paperwork and the officer's pending days off.

If an employee regularly assigned to a 10 hour work day is assigned to an 8 hour training day, then such employee will upon prompt request, be permitted to work 2 assigned hours to make up the time, during the same pay period whenever possible.

APPENDIX F

**Village of Carol Stream** (last rev 8/02)  
**PERFORMANCE MANAGEMENT & INCENTIVE SYSTEM**

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Performance Appraisal for:

Performance Period: from            to

Department:            Position:

Supervisor's Name:

**Review Type:** (Choose one)

- Regular  
 Probationary  
 Other (explain)

**Note appropriate dates that apply to this employee's appraisal:**

Employee submitted documentation to supervisor:

Employee and supervisor(s) initially met to discuss evaluation:

Note any monitoring meetings or other relevant meeting dates:

**GRAND TOTAL:**

## Completing the APPRAISAL FORM

### The EMPLOYEE should:

- ◆ Submit their completed Performance Documentation Worksheet to the evaluator prior to their anniversary (appraisal) date.
- ◆ If requested by the Department, or if the employee so desires, the employee should complete the appraisal form (self review) and submit it to the reviewer prior to the employee's anniversary date or earlier, as specified by the evaluator.
- ◆ Consider possible new goals and provide these suggestions to the evaluator prior to your anniversary date, meeting date or date specified by the evaluator.
- ◆ ASK QUESTIONS of the evaluator to be sure you understand expectations for the coming year.

### The EVALUATOR should:

- ◆ Notify the employee of the date, time & location of the appraisal session (to be held within a maximum of 30 days after the employee's review date). For shift personnel, the meeting should be scheduled within 60 days of the anniversary (appraisal) date. Specify a date for materials to be submitted by the employee as well as what materials are expected.
- ◆ Review the materials submitted by the employee, if no materials are submitted prior to the date specified, make a note of it.
- ◆ Examine the Customer & Service Standards for continued applicability, discuss weights of each section & expectations for the coming performance year during the appraisal meeting.

### The RATING LEVELS are:

- 5 OUTSTANDING:** Difficult to indicate how this task could have been performed better. Proficiency is recognizable to those interacting with the employee. Mastery was demonstrated for the entire performance period.
- 4 VERY GOOD:** Employee clearly exceeds standards. Consistently displays skills, knowledge, and work habits beyond what is required.
- 3 GOOD:** Employee is a good performer. Occasionally, performance is above requirements.
- 1 NEEDS IMPROVEMENT:** Does not consistently meet standards. Performance can improve significantly.

*Employees are reminded that the appraisal process is more beneficial with joint cooperation between you and your evaluator. Keeping records of your own accomplishments throughout the year, self appraisal completion along with submitting suggestions for your own goals to your evaluator are all strongly encouraged for this performance management program to provide the most benefits to you and to the Village of Carol Stream.*

**SECTION 1: PATROL OFFICER****CORE VALUES****WEIGHT %**  
Between 20% - 60%**RATINGS: OUTSTANDING=5 VERY GOOD=4 GOOD=3 NEEDS IMPROVEMENT=1****RESPONSIBILITY: PRODUCTIVITY**

- |   |  |   |   |
|---|--|---|---|
| <b>1</b> Work falls below the set standards for the job. Poor producer who constantly needs supervision & help. | <b>3</b> Works steadily. Produces an acceptable volume of work. Meets a set standard for acceptance. | <b>4</b> Consistently produces a volume of work above the set standards for the position. | <b>5</b> Exceptionally high producer who turns out an unusually high volume of work in relation to set standards. |
|---|--|---|---|

**RESPONSIBILITY: QUALITY**

- |   |  |   |  |
|---|--|---|--|
| <b>1</b> Work requires correction frequently and must be monitored closely. Work falls below set standards. | <b>3</b> Work is accurate and at the accepted level for the position. Makes few mistakes | <b>4</b> Work is consistently correct, accurate, and above expected standards for the position. | <b>5</b> Work is extremely accurate, complete and far exceeds expected standards. Exceptional attention to detail. |
|---|--|---|--|

**RESPONSIBILITY: CUSTOMER ORIENTATION**

- |   |  |   |  |
|---|--|---|--|
| <b>1</b> Occasionally unpleasant with customers. Sometimes must be reminded to show regard for public concern and requests. | <b>3</b> Deals with customers pleasantly and fairly. Typically displays a good attitude. | <b>4</b> Very good with customers. Can be counted on to present the views of the Village in a courteous & pleasant fashion. | <b>5</b> Extremely pleasant with customers. Shows empathy for problems and genuine interest in requests. |
|---|--|---|--|

**RESPONSIBILITY: TEAMWORK**

- |   |   |  |  |
|---|---|--|--|
| <b>1</b> Occasionally curt with others. Not a good team worker. | <b>3</b> Works well with Supervisor, co-workers & others. Retains professional relationships. | <b>4</b> Is considerate & thoughtful in all associations. Helpful and goes beyond job to assist. | <b>5</b> Very good team worker. Interrelates with co-workers extremely well. Always willing to assist. |
|---|---|--|--|

**RESPONSIBILITY: DEPENDABILITY**

- |   |  |  |   |
|---|--|--|---|
| <b>1</b> Avoids responsibility. Frequently slights work. Needs close supervision. | <b>3</b> Is dependable & punctual in work habits. Seldom overlooks anything. | <b>4</b> Is consistently punctual, thorough & can be trusted to complete work in good order. | <b>5</b> Extremely thorough, reliable & dependable in carrying out all assignments. |
|---|--|--|---|

**RESPONSIBILITY: MOTIVATION**

- |   |  |  |   |
|---|--|--|---|
| <b>1</b> A follower. Usually does only what is required. Needs encouragement. | <b>3</b> Able worker, makes some suggestions. Handles work assignments with a normal amount of enthusiasm. | <b>4</b> Progressive worker. Contributes good ideas, recommendations & suggestions. Develops job enthusiastically. | <b>5</b> Self-starter. Consistently seeks additional work. Strives to improve work methods & far exceeds work requirements. |
|---|--|--|---|

**RESPONSIBILITY: JUDGMENT**

- |   |   |   |  |
|---|---|---|--|
| <b>1</b> Judgement & reasoning only fair. Decisions & conclusions sometimes incorrect & based on erroneous facts. | <b>3</b> Able to solve position related problems with minimum help. Uses sound judgement when making decisions. | <b>4</b> Able to grasp & solve situations with no assistance. Decisions are consistently effective & correct. | <b>5</b> Superior ability to reason & reach effective conclusions. Decisions are consistently correct & based on sound thinking. |
|---|---|---|--|

**RESPONSIBILITY: SAFETY**

- |  |  |  |   |
|--|--|--|---|
| <b>1</b> Sometimes forgets or neglects safety needs. Often needs reminders on safety procedures. | <b>3</b> Is concerned with safety. Does not need reminders of safety procedures. | <b>4</b> Thoroughly understands need for safety. Exhibits good safety habits. Occasionally makes safety suggestions. | <b>5</b> Safety is a prime consideration. Safety suggestions are offered. Sets an exceptional example for others to follow. |
|--|--|--|---|

**COMMENTS:**

Please attach an additional sheet.

AVG. RATING ON THIS SECTION

(Round to two decimal places, copy to page 52.)

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**PATROL OFFICER**

**SECTION II. CUSTOMER AND SERVICE STANDARDS**

**WEIGHT      %**

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**RATINGS**    Outstanding = 5      Very Good = 4      Good = 3      Needs Improvement = 1

**RESPONSIBILITY: JOB KNOWLEDGE**

Has a complete knowledge of the Laws, Policies, Procedures, Rules and Regulations and common sense practices that enables the officer to provide excellent service to his/her customers.

**RESPONSIBILITY: FLEXIBILITY AND ACCEPTANCE OF CHANGE**

Employee accepts suggestions by a superior, fellow employee or customer to improve service. Possesses a willingness to carry out suggestions and make own recommendations for improvements.

**RESPONSIBILITY: ATTITUDE AND TEAMWORK**

Shows an interest in the job and is willing to help other employees and co-workers by sharing knowledge and skills. Seeks out additional work when assigned duties are completed. Conveys a positive attitude to all customers.

**RESPONSIBILITY: EFFICIENCY (TIME MANAGEMENT)**

Understands the need to prioritize job tasks to maximize efficiency and effectiveness. Responds in a timely manner to customer requests for service. Completes his/her assigned task in a time that is commensurate with the task.

**RESPONSIBILITY: PROBLEM IDENTIFICATION AND RESOLUTION**

Identifies problems, seeks long-term solutions and follows through with reasonable action in an attempt to resolve all issues. Accepts the responsibility of notifying supervisors of problems in the community and within the department. Makes a concerted effort in solving each problem at his/her level whenever possible. Conducts follow up to verify successful resolution of the problem.

**RESPONSIBILITY: HANDLING CUSTOMER SERVICE REQUESTS**

Understands the need for positive customer contacts. Is able to diffuse customer complaints effectively. Attempts to make daily contact with citizens while on patrol. Promptly responds to citizens requests and takes appropriate action to insure customer satisfaction. Treats citizens as customers and consistently shows patience, tact and diplomacy when providing services.

**RESPONSIBILITY: CARE AND MAINTENANCE OF EQUIPMENT**

Employee maintains equipment and supplies necessary to perform his/her daily responsibilities. Keeps assigned vehicle and work area orderly and clean. Writes up work orders and reports equipment deficiencies when noted. Operates all equipment in a safe manner. Takes appropriate care of all assigned equipment in order to preserve its useful life.

**RESPONSIBILITY: PROFESSIONAL IMAGE**

Employee maintains a professional appearance consistent with the Department's Uniform Policy and Procedure. Uniform is kept clean. Personal appearance and conduct reflects positively on the department. Takes care in maintaining self in good physical condition.

AVG. RATING ON THIS SECTION      (Round to two decimal places, copy to page 52.)

### SECTION III: DEVELOPMENT GOALS

JOB DEVELOPMENT GOAL (Optional) (To develop skills or knowledge for present job)		
GOAL #1 Description:		
Steps	By When?	Participation by Other?

CAREER OR PERSONAL DEVELOPMENT GOALS (Optional) (Long-term career or personal development goals the employee wishes to achieve)		
GOAL #1 Description:		
Steps	By When?	Participation by Other?

### SECTION IV: ADDITIONAL EVALUATOR COMMENTS

Additional Explanation (if any) of Responsibility, Goal, Summary Ratings, or other performance related factors. Also describe any innovative contributions made in the last performance period, including suggestions for improved procedures, Village/Department suggestions, creative ways of completing work, etc. Attach additional sheets if needed.
---

### SECTION V: IMPROVEMENT ACTIVITY

*(Mandatory if performance has been judged "Needs Improvement" on any of the three sections where average score was below 3 in a section.) Attach sheet to explain.*

### SECTION VI. EMPLOYEE COMMENTS

Optional: Employee may enter additional comments , including request for additional review and reasons for review. Attach additional sheets as needed.

## SCORING WORKSHEET

A weighted average calculates the correct summary score taking into account varying degrees of importance of responsibilities and goals. To calculate a weighted average:

1. Record the WEIGHTS and AVERAGE RATINGS below from Section I and II. Multiply to calculate WEIGHTED RATING, round to two decimal places.
  
4. Total the RATING for Sections I, and II to get the GRAND TOTAL, rounding the number to one decimal (e.g. 3.68 = 3.7). This number will range from 0-5.

**I. CORE VALUES:**    Weight            % X Avg. CORE Rating:            = **WEIGHTED RATING**

**II. CUSTOMER & SERVICE STDS.:** Weight            % X Avg. C.S. Rating:            = **WEIGHTED RATING**

**GRAND TOTAL for Sections I and II =**

**Upon finalizing of the appraisal process, please sign indicating this review has been received and discussed.**

Employee's signature & date \_\_\_\_\_

Evaluator's signature & date \_\_\_\_\_

Department Head's signature & date \_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: July 12, 2016

RE: Recommendation to Pass an Ordinance Amending the Provisions of the Carol Stream Code of Ordinances Chapter 5, Taxation and Finance, Article 8, Purchases and Contracts

In response to occasional concerns raised about requests to waive bids on certain contracts and purchases, staff has worked with the Village Attorney to prepare an Ordinance which would allow the Village Board to refer to an exception established by Village Code when awarding a contract for services or purchases over \$20,000.00, rather than waive competitive bidding. All contracts and purchases in an amount greater than \$20,000.00 would continue to be brought to the Village Board for approval.

The Village Attorney has prepared a detailed memo explaining the issue and the Village Board's authority to set forth specific situations via ordinance where the competitive bidding process will not be required to be used. For instance, recent agendas have included requests for waivers of bid for the purchase of weapons wherein a trade-in was involved, acquisition of a police vehicle that involved a swap of vehicles with a car dealer, purchase of water meters through a sole source provider, purchase of technology equipment such as Board Room audio/video, copier and computer hardware, and Job Order Contracts (JOC) for small and mid-sized repair/replacement projects.

In addition to the attached memo the Village Attorney has prepared the attached Ordinance for Board consideration at the July 18 Village Board meeting (a redline version is also attached for reference).

Attachments

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**MEMORANDUM**

**TO: Mayor and Board of Trustees  
Joseph Breinig, Village Manager**

**FROM: James A. Rhodes, Village Attorney**

**DATE: July 1, 2016**

**RE: An Ordinance amending the Carol Stream Code of Ordinances  
with respect to purchasing and contracts**

The Illinois Municipal Code provides that all work or public improvements with a cost over \$20,000 be constructed by a contract let to the lowest responsible bidder after publication and notice of bid. State Statute currently contains only one exception to the bidding requirements, professional services contracts. When a situation arises that an alternative to competitive bidding should be used, a municipality must waive the competitive bidding requirement by a vote of two thirds of the trustees then holding office.

The Illinois Municipal Code also provides that any municipality may by ordinance provide that supplies be furnished by contract with the lowest responsible bidder.

There are a number of situations where the provision of supplies or services would not lend itself to competitive bidding or where a process other than competitive bidding would be in the best interests of the Village. For example, the Village recently entered into purchase agreements where the Village provided a trade in of goods in order to get a more reasonable price. The Village has also entered into job order contracts through DuPage County and the City of Naperville for design, bidding and construction management services that are more advantageous compared to traditional competitive bidding. State statute does not provide for these types of exceptions and the Village Board is left with a requirement that it waive competitive bidding when these situations arise.

As a home rule unit of government, the Village may establish its own requirements for the purchase of supplies and services and has adopted purchasing and contract requirements in Chapter 5, Article 8 of the Code of Ordinances.

The attached ordinance amends Article 8 and sets forth those specific situations where the competitive bidding process will not be required to be used. Those situations are as follows:

- (A) Contracts for professional services, including but not limited to contracts with architects, attorneys, engineers, physicians, psychologists, and surveyors.
- (B) Contracts for services with individuals possessing a high degree of skill where the ability or fitness of the person is an important requirement, such as construction manager.
- (C) Purchases which may only be made economically from a single source;
- (D) Contracts for the maintenance or servicing of, or the provision of repair parts for equipment where the provision of such parts, maintenance or servicing can best or must be performed by the manufacturer or an authorized service agent;
- (E) Purchases of personal property which must be compatible with the existing equipment or systems owned by the village;
- (F) Purchases and contracts for the use, purchase, movement, or installation of data processing equipment, software, hardware, or telecommunications and interconnect equipment, software and services;
- (G) Contracts for the purchase and servicing of duplicating machines and supplies;
- (H) Purchases made through a public auction, close-out sale, bankruptcy sale or other similar sale at a cost below the market cost in the community;
- (I) Purchases made through the use of a trade in of village property;
- (J) Contracts for the printing of bonds, tax warrants and other evidences of indebtedness;
- (K) Contracts for services through job order contract created or established by the village or another governmental unit and which is determined would result in an equal or better opportunity for the furnishing of such services than through competitive bid by the Village;
- (L) Contracts for the purchase of personal property or services through a joint purchase agreement with or through other governmental units, when determined that the intergovernmental purchase, whether accomplished with or without bid, would result in an equal or better opportunity for the furnishing of such goods or services than through competitive bid by the village;
- (M) Purchases, which because of the unique characteristics of the personal property or the needs of the village are not susceptible to competitive bidding;
- (N) Contract extended pursuant to an option to renew for additional periods of time at a fixed price; and
- (O) Extension of contracts that have originally been bid and can be renewed for an additional period of time at a competitive fixed price.

By setting forth the exceptions within the Village Code, the Mayor and Board of Trustees will not be required to continuously waive competitive bidding, but rather may refer to the exception when awarding a contract for services or purchases over \$20,000.

I recommend approval of the attached ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE PROVISIONS OF THE CAROL STREAM  
CODE OF ORDINANCES, CHAPTER 5, TAXATION AND FINANCE, ARTICLE 8,  
PURCHASES AND CONTRACTS**

**WHEREAS**, the Village of Carol Stream is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

**WHEREAS**, as provided in said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, the Illinois Municipal Code establishes requirements for purchasing and public works contracts; and

**WHEREAS**, in furtherance of its home rule powers the Mayor and Board of Trustees find it to be in the best interests of the Village to establish requirements and procedures for purchasing and public works contracts by the Village of Carol Stream; and

**WHEREAS**, the Mayor and Board of Trustees further find it to be in the best interests of the Village that the requirements and procedures for purchasing and contracting by the Village of Carol Stream shall supersede any state statutory requirements to the contrary.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

**SECTION 1:**

The Mayor and Board of Trustees finds that the recitals set forth above are true and correct and said recitals of this Ordinance are hereby incorporated into this Ordinance as the findings of the Mayor and Board of Trustees as if set out herein in full.

**SECTION 2:**

The Carol Stream Code of Ordinances, Chapter 5, Finance and Taxation, Article 8, Purchases and Contracts, Section 5-8-3 is hereby amended and as amended shall read as follows:

**§ 5-8-3 PURCHASING, CONTRACTS, SOLICITING BIDS AND CHANGE ORDERS.**

The procedures of the village regarding purchasing of goods and services, letting of contracts, soliciting bids for those goods and services and change orders shall be as follows.

(A) (1) The Purchasing Agent shall develop administrative procedures for purchases of up to and including \$20,000 by contract or otherwise for public works construction projects, and any Motor Fuel Tax funded expenditures, and \$20,000 for supplies, materials, fuel, equipment and services and other items utilized by all departments, commissions and boards of the village. (2) All vendors or contractors who sell goods or perform services to the village shall conform with the requirements of this Article as shall govern the furnishing of goods and services to the Village. The Purchasing Agent will promptly report to the Board all financial transactions other than matters handled through the petty cash fund. The Board shall consider and, where appropriate, approve the transactions entered into under the

procedures developed by the Purchasing Agent. Contracts entered into by the Purchasing Agent where all funds have not been paid can be canceled by the Board of Trustees.

(B) Except as provided in §5-8-14, contracts for public works construction projects or Motor Fuel Tax funded expenditures for more than \$20,000 and purchases of goods or services for more than \$20,000, except those for professional services, shall be made on the basis of awarding of contracts to the lowest responsible bidder after advertising for bids has taken place. By a two-thirds vote of the trustees elected, this requirement of bidding may be waived.

(C) (1) Notice inviting bids shall be published at least once in a newspaper generally circulated within the village at least five days prior to the date set for receiving such proposals; provided, however, that, where the goods to be purchased are of a specialized nature, the notice may be published in a publication pertaining to those particular goods. Such notice shall include a general description of the articles to be purchased or the services to be performed, shall state where bid blanks and specifications may be secured, including the cost, if any, of the specifications, the amount of bid deposit required, and the time and location for opening bids.

(2) In calling for bids of public works projects, the notice shall provide that the general prevailing rate of wages shall be paid for each craft or type of worker needed to perform such work, as provided by statute.

(3) The notice shall be placed in a prominent place in the village building.

(D) The Purchasing Agent may approve increases in public works construction contract amounts due to change orders not to exceed in total 5% of the awarded contract amount and change orders extending the time of completion of public works construction contracts for not more than 30 days without prior Village Board approval. However, no single change order shall exceed \$10,000, except where a delay in approving such change order would result in a financial penalty or would create a serious emergency within the village which would endanger the health or safety of its citizens. In such event, the provisions of § 5-8-17 shall be used. The Purchasing Agent shall report his or her actions in making such approvals at the next regular scheduled Village Board meeting.

### **SECTION 3:**

The Carol Stream Code of Ordinances, Chapter 5, Finance and Taxation, Article 8, Purchases and Contracts, Section 5-8-14 is hereby amended and as amended shall read as follows:

#### **§5-8-14 CONTRACTS OR PURCHASES WITHOUT BID.**

The provisions of §5-8-3(B) and (C), and §5-8-4 through §5-8-9 and any requirement to contract for goods or services based upon bids shall not apply to the following:

(A) Contracts for professional services, including but not limited to contracts with architects, attorneys, engineers, physicians, psychologists, and surveyors.

(B) Contracts for services with individuals possessing a high degree of skill where the ability or fitness of the person is an important requirement, such as construction manager.

(C) Purchases which may only be made economically from a single source;

(D) Contracts for the maintenance or servicing of, or the provision of repair parts for equipment where the provision of such parts, maintenance or servicing can best or must be performed by the manufacturer or an authorized service agent;

(E) Purchases of personal property which must be compatible with the existing equipment or systems owned by the village;

(F) Purchases and contracts for the use, purchase, movement, or installation of data processing equipment, software, hardware, or telecommunications and interconnect equipment, software and services;

(G) Contracts for the purchase and servicing of duplicating machines and supplies;

(H) Purchases made through a public auction, close-out sale, bankruptcy sale or other similar sale at a cost below the market cost in the community;

- (I) Purchases made through the use of a trade in of village property;
- (J) Contracts for the printing of bonds, tax warrants and other evidences of indebtedness;
- (K) Contracts for services through job order contract created or established by the village or another governmental unit and which is determined would result in an equal or better opportunity for the furnishing of such services than through competitive bid by the Village;
- (L) Contracts for the purchase of personal property or services through a joint purchase agreement with or through other governmental units, when determined that the intergovernmental purchase, whether accomplished with or without bid, would result in an equal or better opportunity for the furnishing of such goods or services than through competitive bid by the village;
- (M) Purchases, which because of the unique characteristics of the personal property or the needs of the village are not susceptible to competitive bidding;
- (N) Contracts extended pursuant to options to renew for additional periods of time at a fixed price; and
- (O) Extension of contracts that have originally been bid and can be renewed for an additional period of time at a competitive fixed price.

**SECTION 4:** Those sections, paragraphs and provisions of Chapter 5, Article 8 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

**SECTION 5:** The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE PROVISIONS OF THE CAROL STREAM  
CODE OF ORDINANCES, CHAPTER 5, TAXATION AND FINANCE, ARTICLE 8,  
PURCHASES AND CONTRACTS**

**WHEREAS**, the Village of Carol Stream is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

**WHEREAS**, as provided in said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, the Illinois Municipal Code establishes requirements for purchasing and public works contracts; and

**WHEREAS**, in furtherance of its home rule powers the Mayor and Board of Trustees find it to be in the best interests of the Village to establish requirements and procedures for purchasing and public works contracts by the Village of Carol Stream; and

**WHEREAS**, the Mayor and Board of Trustees further find it to be in the best interests of the Village that the requirements and procedures for purchasing and contracting by the Village of Carol Stream shall supersede any state statutory requirements to the contrary.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

**SECTION 1:**

The Mayor and Board of Trustees finds that the recitals set forth above are true and correct and said recitals of this Ordinance are hereby incorporated into this Ordinance as the findings of the Mayor and Board of Trustees as if set out herein in full.

**SECTION 2:**

The Carol Stream Code of Ordinances, Chapter 5, Finance and Taxation, Article 8, Purchases and Contracts, Section 5-8-3 is hereby amended and as amended shall read as follows:

**§ 5-8-3 PURCHASING, CONTRACTS, SOLICITING BIDS AND CHANGE ORDERS.**

The procedures of the village regarding purchasing of goods and services, letting of contracts, soliciting bids for those goods and services and change orders shall be as follows.

(A) (1) The Purchasing Agent shall develop administrative procedures for purchases of up to and including \$20,000 by contract or otherwise for public works construction projects, and any Motor Fuel Tax funded expenditures, and \$20,000 for supplies, materials, fuel, equipment and services and other items utilized by all departments, commissions and boards of the village. ~~over which the village possesses statutory authority to establish such procedures. Those procedures shall effectuate a policy whereby an equal opportunity for competition is made available for all village business.~~

(2) All vendors or contractors who sell goods or perform services to the village shall conform with the requirements of ~~this Article those provisions of state law~~ as shall govern the furnishing of goods and services to ~~the Village, municipalities and the village administrative procedures~~. The Purchasing Agent will promptly report to the Board all financial transactions other than matters handled through the petty cash fund. The Board shall consider and, where appropriate, approve the transactions entered into under the procedures developed by the Purchasing Agent. Contracts entered into by the Purchasing Agent where all funds have not been paid can be canceled by the Board of Trustees.

(B) ~~Except as provided in §5-8-14, c~~Contracts for public works construction projects or Motor Fuel Tax funded expenditures for more than \$20,000 and purchases of goods or services for more than \$20,000, except those for professional services, shall be made on the basis of awarding of contracts to the lowest responsible bidder after advertising for bids has taken place. By a two-thirds vote of the trustees elected, this requirement of bidding may be waived.

(C) (1) Notice inviting bids shall be published at least once in a newspaper generally circulated within the village at least five days prior to the date set for receiving such proposals; provided, however, that, where the goods to be purchased are of a specialized nature, the notice may be published in a publication pertaining to those particular goods. Such notice shall include a general description of the articles to be purchased or the services to be performed, shall state where bid blanks and specifications may be secured, including the cost, if any, of the specifications, the amount of bid deposit required, and the time and location for opening bids.

(2) In calling for bids of public works projects, the notice shall provide that the general prevailing rate of wages shall be paid for each craft or type of worker needed to perform such work, as provided by statute.

(3) The notice shall be placed in a prominent place in the village building.

(D) The Purchasing Agent may approve increases in public works construction contract amounts due to change orders not to exceed in total 5% of the awarded contract amount and change orders extending the time of completion of public works construction contracts for not more than 30 days without prior Village Board approval. However, no single change order shall exceed \$10,000, except where a delay in approving such change order would result in a financial penalty or would create a serious emergency within the village which would endanger the health or safety of its citizens. In such event, the provisions of § 5-8-17 shall be used. The Purchasing Agent shall report his or her actions in making such approvals at the next regular scheduled Village Board meeting.

### **SECTION 3:**

The Carol Stream Code of Ordinances, Chapter 5, Finance and Taxation, Article 8, Purchases and Contracts, Section 5-8-14 is hereby amended and as amended shall read as follows:

#### **§5-8-14 CONTRACTS OR PURCHASES WITHOUT BID.**

The provisions of §5-8-3(B) and (C), and §5-8-4 through §5-8-9 and any requirement to contract for goods or services based upon bids shall not apply to the following:

(A) Contracts for professional services, including but not limited to contracts with architects, attorneys, engineers, physicians, psychologists, and surveyors.

(B) Contracts for services with individuals possessing a high degree of skill where the ability or fitness of the person is an important requirement, such as construction manager.

(C) Purchases which may only be made economically from a single source;

(D) Contracts for the maintenance or servicing of, or the provision of repair parts for equipment where the provision of such parts, maintenance or servicing can best or must be performed by the manufacturer or an authorized service agent;

(E) Purchases of personal property which must be compatible with the existing equipment or systems owned by the village;

(F) Purchases and contracts for the use, purchase, movement, or installation of data processing equipment, software, hardware, or telecommunications and interconnect equipment, software and services;

(G) Contracts for the purchase and servicing of duplicating machines and supplies;

(H) Purchases made through a public auction, close-out sale, bankruptcy sale or other similar sale at a cost below the market cost in the community;

(I) Purchases made through the use of a trade in of village property;

(J) Contracts for the printing of bonds, tax warrants and other evidences of indebtedness;

(K) Contracts for services through job order contract created or established by the village or another governmental unit and which is determined would result in an equal or better opportunity for the furnishing of such services than through competitive bid by the Village;

(L) Contracts for the purchase of personal property or services through a joint purchase agreement with or through other governmental units, when determined that the intergovernmental purchase, whether accomplished with or without bid, would result in an equal or better opportunity for the furnishing of such goods or services than through competitive bid by the village;

(M) Purchases, which because of the unique characteristics of the personal property or the needs of the village are not susceptible to competitive bidding;

(N) Contracts extended pursuant to options to renew for additional periods of time at a fixed price; and

(O) Extension of contracts that have originally been bid and can be renewed for an additional period of time at a competitive fixed price.

**SECTION 4:** Those sections, paragraphs and provisions of Chapter 5, Article 8 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

**SECTION 5:** The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Joseph E. Breinig, Village Manager   
**DATE:** July 12, 2016  
**RE:** Liquor – Sexually Oriented Businesses

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Following a recent informal inquiry about opening a sexually oriented business in Carol Stream, staff asked the Village Attorney to review applicable sections of the Village Code. Attached for your review and consideration is an Ordinance amending Chapter 10 of the Village Code to make it clear the sale and consumption of alcohol is prohibited in sexually oriented businesses, and identifying conduct prohibited in licensed premises. Updates to the Village's Zoning Ordinance and business registration requirements will be forthcoming. Staff recommends approval of the Ordinance prepared by the Village Attorney.

JEB/dk

Attachments

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jarhodes@ktjlaw.com

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor and Board of Trustees  
Joseph E. Breinig, Village Manager**

**FROM: James A. Rhodes, Village Attorney**

**DATE: June 27, 2016**

**RE: An Ordinance Amending the Carol Stream Code of Ordinances,  
Chapter 10, Article 10, Sexually Oriented Business and Chapter  
11, Article 2 Alcoholic Liquor Dealers**

The First Amendment of the U.S. Constitution, as applied to the states by the Fourteenth Amendment prohibits municipalities from banning sexually oriented business. Municipalities can place reasonable time, place and manner restrictions upon such businesses. Such restrictions may be used to reduce any secondary effects that such businesses may have upon the general public. The Village of Carol Stream adopted such restrictions by enacting Article 10 of Chapter 10 in its Code of Ordinances.

An additional method of reducing the secondary effects of sexually oriented businesses is a restriction on the sale, service or consumption of alcoholic beverages within such establishments. The above referenced ordinance amends Chapter 10, Article 10 by adding such a restriction.

In addition, there are instances where certain acts which might not require a sexually oriented business license, but should be prohibited in establishments licensed for the sale, service or consumption of alcoholic liquor. The above referenced ordinance also amends Chapter 11, Article 2, to prohibit these acts.

I recommend approval of the attached ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE PROVISIONS OF THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 10, BUSINESS LICENSES AND REGULATION, ARTICLE 10, SEXUALLY ORIENTED BUSINESSES AND CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS**

**WHEREAS**, the Mayor and Board of Trustees have previously enacted regulations for the licensing and operation of sexually oriented businesses within the Village of Carol Stream; and

**WHEREAS**, in order to limit the secondary effects of sexually oriented businesses upon the Village of Carol Stream and its residents, the Mayor and Board of Trustees find that additional regulations concerning the operation of sexually oriented businesses should be enacted; and

**WHEREAS**, the Mayor and Board of Trustees further find it to be in the best interests of the Village to amend the regulations concerning the licensing of alcoholic liquor dealers.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

**SECTION 1:**

The Carol Stream Code of Ordinances, Chapter 10, Business Licenses and Regulation, Article 10, Sexually Oriented Businesses, Section 10-10-16 is hereby amended and as amended shall read as follows:

**§ 10-10-16 ADDITIONAL REGULATIONS CONCERNING THE OPERATION OF SEXUALLY ORIENTED BUSINESSES.**

(A) No employee on the premises of a sexually oriented business may engage in any specified criminal activity, specified sexual activities or excretory functions.

(B) Any employee appearing on the premises of a sexually oriented business, in a place that can be viewed by patrons, when said employee is in a state of nudity or semi-nudity must be on a stage that is at least 45 inches from the floor, and at a distance at least 72 inches from all parts of a clearly designated area in which patrons will be present, and no patron shall be permitted in any area closer than 72 inches from the stage.

(C) No employee appearing on the premises of a sexually oriented business in a state of nudity or semi-nudity may intentionally or knowingly touch a patron or a patron's clothing or permit himself or herself to be touched by a patron or a patron's clothing. No employee may intentionally or knowingly touch a patron's genitals, pubic area, perineum, anus, anal cleft or cleavage, buttocks, pubic hair or female breast either directly or through clothing or other covering. No employee may intentionally or knowingly permit a patron to touch the employee's genitals, pubic area, perineum, anus, anal cleft or cleavage, buttocks, pubic hair or female breast either directly or through clothing or other covering. For purposes of this section, touching need not be accomplished by the hand, and includes the touching by any part of the toucher's body, clothing or device held by the toucher.

(D) All sexually oriented businesses that offer live entertainment must provide separate dressing room facilities for female and male employees and which shall not be occupied or used in any way by anyone other than employees.

(E) No person under the age of 18 years shall be permitted on the premises of a sexually oriented business. Mistake of age is not a defense to a charge under this section, unless the person under the age 18 who was permitted on the premises exhibited to the employee a driver's license, or other apparently official government-issued identification card bearing the patron's photograph, and purporting to show

that the person was 18 years of age or over, and the employee to whom that document was exhibited did not otherwise have reasonable cause to believe that the person seeking admittance was under 18 years.

(F) No sexually oriented business shall remain open at any time between the hours of 12:00 a.m. and 7:00 a.m. on weekdays and Saturdays, and 12:00 a.m. and noon (12:00 p.m.) on Sundays, nor shall any entertainment, service or product be provided to a patron on the premises of a sexually oriented business during those hours.

(G) Minimum lighting level.

(1) The premises of every sexually oriented business shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, including restrooms, at an illumination level of not less than 150 foot-candles as measured at floor level.

(2) The illumination described in division (G)(1) above shall be maintained at all times that any patron is present in the premises. In the event of a power failure, the business shall stop operating immediately and all patrons shall be cleared from the premises. The premises shall not be reopened until the minimum illumination level is restored.

(H) No sexually oriented business shall be operated in any manner that permits the observation from outside the premises of any image, material or entertainment depicting or describing excretory functions, specified sexual activities or specified anatomical areas or any person in a state of nudity or semi-nudity, whether by means of display, decoration, sign, window or any other means.

(I) No alcoholic liquor shall be delivered, received, sold, purchase, provided or consumed at any time on the premises of any sexually oriented business.

(J) No massage services shall be provided on the premises of any sexually oriented business.

(K) No gambling or video gaming machines shall be allowed upon the premises of any sexually oriented business.

## **SECTION 2:**

The Carol Stream Code of Ordinances, Chapter 11, Intoxicating Liquor, Article 2, Alcoholic Liquor Dealers, is hereby amended by adding Section 11-2-38, Conduct Prohibited in licensed premises, which shall read as follows:

### **§11-2-38 CONDUCT PROHIBITED IN LICENSED PREMISES**

The following conduct is prohibited in any premises licensed under the provisions of this Chapter:

(A) The fondling or other erotic touching of human genitals, pubic area, perineum, anus, anal cleft or cleavage, pubic hair, buttocks or female breasts;

(B) The manipulation of the human body of another, including massage, by the use of any portion of manipulator's body, whether covered or uncovered, or by any device, if the person performing the manipulation or the person receiving the manipulation is in a state of nudity or semi-nudity;

(C) The performance of any sexual acts, heterosexual, homosexual or bisexual, including without limitation intercourse, fellatio, cunnilingus, anilingus, masturbation, bestiality, sodomy, bondage and discipline, sadism and masochism, and sex acts between animals;

(D) The actual or simulated display of the female breast below the areola, the genitals, pubic hair, buttocks, perineum, or vulva;

(E) The permitting by a licensee of any person who exposes to public view any portion of his or her genitals or anus, to remain in or upon the licensed premises;

(F) The displaying of any films, videos or pictures depicting any act, the live performance of which is prohibited by this section.

**SECTION 3:** Those sections, paragraphs and provisions of Chapter 10, Article 10 and Chapter 11, Article 2 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not

to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

**SECTION 4:** The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE PROVISIONS OF THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 10, BUSINESS LICENSES AND REGULATION, ARTICLE 10, SEXUALLY ORIENTED BUSINESSES AND CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS**

**WHEREAS**, the Mayor and Board of Trustees have previously enacted regulations for the licensing and operation of sexually oriented businesses within the Village of Carol Stream; and

**WHEREAS**, in order to limit the secondary effects of sexually oriented businesses upon the Village of Carol Stream and its residents, the Mayor and Board of Trustees find that additional regulations concerning the operation of sexually oriented businesses should be enacted; and

**WHEREAS**, the Mayor and Board of Trustees further find it to be in the best interests of the Village to amend the regulations concerning the licensing of alcoholic liquor dealers.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

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(A) No employee on the premises of a sexually oriented business may engage in any specified criminal activity, specified sexual activities or excretory functions.

(B) Any employee appearing on the premises of a sexually oriented business, in a place that can be viewed by patrons, when said employee is in a state of nudity or semi-nudity must be on a stage that is at least 45 inches from the floor, and at a distance at least 72 inches from all parts of a clearly designated area in which patrons will be present, and no patron shall be permitted in any area closer than 72 inches from the stage.

(C) No employee appearing on the premises of a sexually oriented business in a state of nudity or semi-nudity may intentionally or knowingly touch a patron or a patron's clothing or permit himself or herself to be touched by a patron or a patron's clothing. No employee may intentionally or knowingly touch a patron's genitals, pubic area, perineum, anus, anal cleft or cleavage, buttocks, pubic hair or female breast either directly or through clothing or other covering. No employee may intentionally or knowingly permit a patron to touch the employee's genitals, pubic area, perineum, anus, anal cleft or cleavage, buttocks, pubic hair or female breast either directly or through clothing or other covering. For purposes of this section, touching need not be accomplished by the hand, and includes the touching by any part of the toucher's body, clothing or device held by the toucher.

(D) All sexually oriented businesses that offer live entertainment must provide separate dressing room facilities for female and male employees and which shall not be occupied or used in any way by anyone other than employees.

(E) No person under the age of 18 years shall be permitted on the premises of a sexually oriented business. Mistake of age is not a defense to a charge under this section, unless the person under the age 18 who was permitted on the premises exhibited to the employee a driver's license, or other apparently

official government-issued identification card bearing the patron's photograph, and purporting to show that the person was 18 years of age or over, and the employee to whom that document was exhibited did not otherwise have reasonable cause to believe that the person seeking admittance was under 18 years.

(F) No sexually oriented business shall remain open at any time between the hours of 12:00 a.m. and 7:00 a.m. on weekdays and Saturdays, and 12:00 a.m. and noon (12:00 p.m.) on Sundays, nor shall any entertainment, service or product be provided to a patron on the premises of a sexually oriented business during those hours.

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(I) No alcoholic liquor shall be delivered, received, sold, purchase, provided or consumed at any time on the premises of any sexually oriented business.

(J) No massage services shall be provided on the premises of any sexually oriented business.

(K) No gambling or video gaming machines shall be allowed upon the premises of any sexually oriented business.

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(A) The fondling or other erotic touching of human genitals, pubic area, perineum, anus, anal cleft or cleavage, pubic hair, buttocks or female breasts;

(B) The manipulation of the human body of another, including massage, by the use of any portion of manipulator's body, whether covered or uncovered, or by any device, if the person performing the manipulation or the person receiving the manipulation is in a state of nudity or semi-nudity;

(C) The performance of any sexual acts, heterosexual, homosexual or bisexual, including without limitation intercourse, fellatio, cunnilingus, anilingus, masturbation, bestiality, sodomy, bondage and discipline, sadism and masochism, and sex acts between animals;

(D) The actual or simulated display of the female breast below the areola, the genitals, pubic hair, buttocks, perineum, or vulva;

(E) The permitting by a licensee of any person who exposes to public view any portion of his or her genitals or anus, to remain in or upon the licensed premises;

(F) The displaying of any films, videos or pictures depicting any act, the live performance of which is prohibited by this section.

**SECTION 3:** Those sections, paragraphs and provisions of Chapter 10, Article 10 and Chapter 11, Article 2 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not

to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

**SECTION 4:** The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

## *Village of Carol Stream* Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: July 7, 2016

RE: Recommendation to Establish a WSE I Position Within the Public Works Department

During staff deliberations for the FY17 budget, Public Works recommended the addition of a water employee to allow us to better focus on specific water-system related functions. At the time of the recommendation, we had not yet determined if this would be a newly titled position or if the intended assignments and duties could be handled by the addition of an existing position. Funding for the additional position was subsequently approved by the Village Board with the understanding that the position's title would be addressed by staff in the new fiscal year.

Since the introduction of the Utilities Supervisor position into the organizational structure in April 2016, we have re-examined our staffing needs in the Water/Sewer Division in the context of the discussion during budget deliberations. Based on this examination, we are recommending that we can best meet our needs by the addition of an employee to the existing title of WSE I. This recommendation would increase the number of WSE I positions from one to two, and would provide a promotional opportunity from within the maintenance staff ranks. We can then divide the duties of the two WSE I's into two major areas – water and sewers (sanitary and storm).

Although similar to the Water and Sewer structure in 2012, we intend to deploy them in a different manner<sup>1</sup>. Under our recommendation the two WSE I's would be assigned to work primarily in the areas of water *or* sewer, but would also serve as backup for each other or as an additional resource as work conditions demand. They would not have specific employees in the division assigned to them, but would serve as crew leaders in their respective primary assignments.

WSE I (Water)	WSE I (Sewer)
Water Production (DWC & Wells)	Storm Sewer Collection
Water Storage	Sanitary Sewer Collection
Water Distribution	Lift Station Operation and Maintenance
Metering	
Water Quality Testing	

<sup>1</sup> We never deployed two permanent WSE I's – that structure was approved in 2012 but the existing WSE I was on injury leave and never returned. Several temporary WSE I's occupied the position for various lengths of time until recently.

The two WSE I's would work directly with the Utilities Supervisor and each other to plan, schedule and lead work, assist the Supervisor in assembling budgets and specifications for equipment, maintenance contracts and capital projects, help identify and develop training, develop and carryout routine maintenance plans, and oversee contractors. Each would be able to fill in for the other and the Supervisor in times of absence.

The FY17 budget provides \$55,450.00 for wages for this new position. Assuming an internal promotion, the net impact on the FY17 budget would be about \$4,000.00 under budget.<sup>2</sup>

FINANCIAL IMPACT		
Description	Cost	Notes
Budget	\$ 55,450	Amount for wages provided in FY17 budget
New WSE I	\$ 3,890	Estimated cost of 5% promotional increase
New WSE-probationary	\$ 47,557	Entry salary to fill vacancy created by promotion
	\$ 4,003	Amount under budget in FY17 (wages only)

The Director of Employee Relations has prepared the attached Ordinance recommending establishment of an additional WSE I position for presentation to the Village Board on July 18, 2016. Should it be approved it is our intention to immediately post an internal solicitation for a WSE I.

Attachment

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<sup>2</sup> Assumes a typical 5% promotional increase and filling that vacancy with a WSE-probationary in accordance with the Collective Bargaining Agreement. The estimated budget estimate does NOT take into consideration any amount unspent on the new position since the beginning of the fiscal year, which would be approximately \$10,000.00.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016/17 VILLAGE BUDGET  
TO ESTABLISH A WSE I POSITION WITHIN THE  
PUBLIC WORKS DEPARTMENT**

WHEREAS, on April 18, 2016, the Mayor and Board of Trustees of the Village of Carol Stream adopted the Fiscal Year 2016/17 Budget for the Village of Carol Stream; and

WHEREAS, since that time, an evaluation of the Public Works Department's Water and Sewer division staffing has been undertaken; and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to establish a WSE I position in the Water & Sewer division of the Public Works Department.

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

SECTION 1: That the Fiscal Year 2016/17 Budget is hereby amended to eliminate the position of Water Employee.

SECTION 2: That the Fiscal Year 2016/17 Budget is hereby amended to establish an additional WSE I position.

SECTION 3: That the Fiscal Year 2016/17 Budget is hereby amended to reduce the authorized number of Water Employee positions from 1 to 0.

SECTION 4: That the Fiscal Year 2016/17 Budget is hereby amended to increase the authorized number of WSE I positions from 1 to 2.

SECTION 5: This Ordinance 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 18<sup>th</sup> DAY OF JULY 2016.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr., Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk

# Village of Carol Stream

## Inter- Office Memorandum

**DATE:** July 14, 2016

**TO:** Mayor & Board of Trustees  
Joseph E. Breinig, Village Manager

**FROM:** Christopher Oakley, Asst. to the Village Manager

**RE:** Amending Health & Scavenger Code to Regulate Commercial Refuse Collection Hours

On October 19, 2009, the Village Board approved ordinance 2009-10-57 amending the Health Code to regulate the allowable hours for non-residential refuse collections. On February 19, 2014, ordinance 2014-02-08 was approved that inadvertently omitted the approved 2009 amended code provisions. The attached ordinance seeks Village Board approval to restore in full that language and add a new provision to the Business Licensing & Regulations Code section pertaining to Commercial Refuse Scavengers that includes parallel language restricting the hours for Commercial (Non-Residential) refuse collections from 7 am – 7 pm Monday thru Friday and those few Saturdays when a national holiday is observed on the preceding Monday of that same collection week.

**ORDINANCE NO. \_\_\_\_\_**

**AMENDING CHAPTERS 9-1-5 OF THE HEALTH CODE & 10-6-4 OF THE  
SCAVENGER LICENSING CODE REGARDING HOURS OF REFUSE COLLECTION  
FROM COMMERCIAL PROPERTIES**

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 9-1-5 pertaining to Multi-Family, Business, Commercial and Industrial Collections will be amended to include the following revisions to and reclassification of paragraph 1 to subsection (A), as well as the addition of a new subsection (B) titled Non-Residential Collection Hours:

**(A) MULTI-FAMILY, COMMERCIAL BUSINESS AND INDUSTRIAL  
COLLECTIONS STANDARDS.**

Collections shall be made by private scavengers from multi-family, commercial, business and industrial establishments at least once every seven-day period. Every person owning or in possession, charge or control of any such establishment shall be required to provide and at all times keep in a suitable place, readily accessible to the garbage collector, garbage containers capable of holding all garbage and refuse which would ordinarily accumulate on such premises between the times of successive collections. Such containers shall be enclosed on three sides and the garbage containers shall not be visible from the street or adjacent properties.

**(B) HOURS OF COLLECTION FOR NON-RESIDENTIAL PROPERTIES.**

Nonresidential solid waste collection service in all areas of the Village shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. Collection service in non-residential areas of the Village may be extended to Saturdays between 7:00 a.m. to 7:00 p.m. during those weeks which contain a nationally observed holiday.

**SECTION 2:** That Chapter 10-6-4 pertaining to Scavenger Licensees shall be amended to reclassify paragraph 1 to subsection (A), as well as the addition of a new subsection (B) titled Regulated Collection Hours:

**(B) REGULATED COLLECTION HOURS.**

Commercial Scavengers licensed by the Village may only collect, remove or dispose of refuse anywhere in the Village from Monday thru Friday between the hours of 7:00 a.m. and 7:00 p.m. Commercial Scavenger service may be extended to Saturdays between 7:00 a.m. to 7:00 p.m. during those weeks which contain a nationally observed holiday.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF JULY 2016.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk

**ORDINANCE NO. 2009-10-57****AN ORDINANCE AMENDING CHAPTER 9-1-5 OF THE VILLAGE OF CAROL STREAM'S HEALTH CODE REGARDING HOURS & STANDARDS OF COLLECTION FOR NON-RESIDENTIAL PROPERTIES**

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 9-1-5 pertaining to Multi-Family, Business, Commercial and Industrial Collections will be amended to include the following revisions to and reclassification of paragraph 1 to subsection (A), as well as the addition of a new subsection (B) titled Non-Residential Collection Hours:

**(A) MULTI-FAMILY, COMMERCIAL, BUSINESS AND INDUSTRIAL COLLECTIONS STANDARDS.**

Collections shall be made by private scavengers from ~~multi-family~~, commercial, business and industrial establishments at least once every seven day period. Every person owning or in possession, charge or control of any such establishment shall be required to provide and at all times keep in a suitable place, readily accessible to the garbage collector, garbage containers capable of holding all garbage and refuse which would ordinarily accumulate on such premises between the times of successive collections. Such containers shall be enclosed on three sides and the garbage containers shall not be visible from the street or adjacent properties.

**(B) HOURS OF COLLECTION FOR NON-RESIDENTIAL PROPERTIES.**

Nonresidential solid waste collection service in all areas of the Village shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. Collection service in non-residential areas of the Village may be extended to Saturdays between 7:00 a.m. to 7:00 p.m. during those weeks which contain a nationally observed holiday.

SECITON 2: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.



**ORDINANCE NO. 2014-02-08**

**AN ORDINANCE AMENDING CHAPTER 9 AND CHAPTER 12  
OF THE CAROL STREAM CODE OF ORDINANCES  
(CODE ENFORCEMENT)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That Section 9-1-5 of the Carol Stream Code of Ordinances shall be amended as follows:

**§ 9-1-5 MULTI-FAMILY, COMMERCIAL, BUSINESS AND INDUSTRIAL COLLECTIONS.**

Collections shall be made by private scavengers from multi-family, commercial, business and industrial establishments at least once every seven day period. Every person owning or in possession, charge or control of any such establishment shall be required to provide and at all times keep in a suitable place, readily accessible to the garbage collector, garbage containers capable of holding all garbage and refuse which would ordinarily accumulate on such premises between the times of successive collections. Such containers shall be enclosed on three sides and the garbage containers shall not be visible from the street or adjacent properties. Every person owning or in possession, charge or control of a commercial, business or industrial property with multiple tenant establishments shall provide enclosures with sufficient space for the garbage containers used by the tenant establishments.

SECTION 2: That Section 9-1-7 of the Carol Stream Code of Ordinances shall be amended as follows:

**§ 9-1-7 PLACEMENT OF CONTAINERS.**

All containers for recycling, garbage and refuse shall be placed by residents at the curb line of the premises served not earlier than 6:00 p.m. on the day before the scheduled collection, and shall be removed on or before midnight of the day on which the collection is made. Thereafter, containers shall be situated or located so as to be hidden from view of the street and shall not be placed so as to constitute a nuisance to adjacent property or to the occupants thereof. Any employee of the village vested with police powers in the enforcement of code compliance and issuance of citations for ordinance violations in accordance with §2-7-13, and who observes a violation of this section, may issue a "hang-on ticket" as provided in Chapter 15, Article 4 of this Code pursuant to which the person cited may pay the sum of \$25 within the time stated on the ticket as a

compromise or settlement to avoid the prosecution of an ordinance violation in the Circuit Court.

SECTION 3: That Section 9-1-15 of the Carol Stream Code of Ordinances shall be amended as follows:

**§ 9-1-15 PENALTY FOR VIOLATION OF CHAPTER 9.**

Any person, firm or corporation guilty of a code violation, punishable by a fine of not less than two hundred dollars (\$200.00) or more than seven hundred fifty dollars (\$750.00) for each separate offense. Each day that a violation continues after due notice has been served shall constitute a separate offense. In addition to a fine, the court may impose a period of conditional discharge as defined in 730 ILCS 5/5-1-4 or court supervision as defined in 730 ILCS 5/5-1-21 of the Criminal Code for a period of up to six (6) months, an order of restitution, an order to perform community service, an order to complete an education program and/or any other appropriate penalties or conditions authorized in any section of this code or ordinance or any conditions for conditional discharge set forth in 730 ILCS 5/5-6-3 or for court supervision in 730 ILCS 5/5-6-3.1 as the foregoing are amended from time to time.

SECTION 4: That Chapter 9, Article 2 of the Carol Stream Code of Ordinances shall be amended as follows:

**CAROL STREAM MUNICIPAL CODE  
CHAPTER 9: HEALTH REGULATIONS  
ARTICLE 2: WEEDS**

Section

- 9-2-1 Definition
- 9-2-2 Nuisance prohibited
- 9-2-3 Notice to abate
- 9-2-4 Abatement by village
- 9-2-5 Lien against property

**Cross-reference:**

Fees, see § 6-13-19

**§ 9-2-3 NOTICE TO ABATE**

(B) It shall be the duty of the Community Development Department to serve or cause to be served, by mail or otherwise, a notice upon the owner of any premises on which weeds or plants are permitted to grow in violation of the provisions of this Article, and to demand the abatement of the nuisance within three days.

**§ 9-2-4 ABATEMENT BY VILLAGE**

If the violation is not abated within the three-day period, the village, through its duly appointed agent, shall enter upon the property where such weeds are growing and shall proceed to destroy the weeds thereon causing the violation. Any expense incurred by the village in so doing shall be a charge against the owner or person in control and such charge may be recovered in an appropriate action of law.

SECTION 5: That Chapter 9 of the Carol Stream Code of Ordinances shall be amended to add a new Article 4, as follows:

**ARTICLE 4: TREES**

Section

- 9-4-1 Purpose and intent
- 9-4-2 Public nuisances prohibited
- 9-4-3 Inspection of public nuisance
- 9-4-4 Abatement
- 9-4-5 Penalty

**§ 9-4-1 PURPOSE AND INTENT.**

(A) *Purpose.* It is the purpose of this article to promote the health, safety and general welfare by providing for the regulation of the maintenance and removal of trees within the village.

(B) *Intent.* This article is intended to promote:

(1) The maintenance and survival of desirable trees within the village;  
and

(2) The protection of village residents from personal injury and property damage, and the protection of Carol Stream from property damage, caused or threatened by the improper maintenance or removal of trees located within the village.

**§ 9-4-2 PUBLIC NUISANCES PROHIBITED.**

(A) *Nuisances declared.* The following are hereby declared public nuisances under this section:

(1) Any tree, whether on public or private property, that harbors insects or diseases which reasonably may be expected to harm any other tree, such as Dutch elm disease, oak wilt, emerald ash borer, gypsy moth, Asian longhorned

beetle and any other insect or disease deemed a public nuisance by the Village Manager or his or her designee; and

(2) Any tree, whether on public or private property, that overhangs or because of its deteriorated condition may fall onto the public right-of-way and constitutes an imminent danger to the health, safety or welfare of the public; and

(3) Any tree, whether on public or private property, that obstructs or interferes with the free and safe passage of pedestrian or vehicular traffic.

(B) *Unlawful to maintain public nuisance.* It shall be unlawful for the owner of any lot or parcel of land, or a tenant upon the land, in the Village of Carol Stream to permit or maintain on any such lot or parcel of land a public nuisance as identified in subsection (A) of this section. It shall be the duty of such owners or tenants to promptly abate any such public nuisance in accordance with the provisions of §9-4-4.

(C) *Boundary Trees.* A "boundary tree" is hereby defined as a tree that has any portion of its trunk column located on a property line between private property and village property or village right-of-way. A boundary tree generally is, by operation of law, co-owned by the village and the owner of the abutting private property. It shall be the duty of the Village of Carol Stream to promptly abate any public nuisance pertaining to a boundary tree. The Village Manager, or his or her duly authorized representative, shall serve or cause to be served upon the person that is the owner or tenant of the lot or parcel of land on which any portion of such boundary tree is located, a written notice of the village's intention to abate such public nuisance in compliance with the provisions of this article.

#### **§ 9-4-3 INSPECTION OF PUBLIC NUISANCE.**

In order to carry out the purposes of this article and to implement the enforcement thereof, the Village Manager, or his or her duly authorized representative, is hereby authorized and empowered to request permission from the owner or tenant of the lot or parcel of land at all reasonable hours to inspect any tree or deadwood situated thereon. The Village Manager, or his or her duly authorized representative, is hereby authorized and empowered to seek from any court of competent jurisdiction an order permitting a search of private property in the event that the village has a reasonable basis to believe that a public nuisance exists on the property or that the ordinances of the village are being otherwise violated. Either with permission or pursuant to a court order, the Village Manager, or his or her duly authorized representative, may remove specimens from such tree for the purpose of laboratory or other analysis, or to determine whether such tree is infested or is otherwise a nuisance because it is dead or substantially dead, and may serve as a breeding place for a fatal tree disease. It shall be unlawful for any person to hinder the Village Manager, or his or her duly authorized representative, in the performance of any of his or her duties provided for under the provisions of this article.

**§ 9-4-4 ABATEMENT.**

(A) If a laboratory or other analysis of specimens removed from any tree by the Village Manager, or his or her duly authorized representative, determines that such tree is a public nuisance pursuant to this article, or if the Village Manager determines that any dead or substantially dead tree, or deadwood, is a public nuisance as provided in this article, the Village Manager shall serve or cause to be served upon the person that is the owner or tenant of the lot or parcel of land on which such tree or deadwood is located, a written notice requiring such owner or tenant to comply with the provisions of this article.

(B) If the person upon whom such notice is served fails, neglects or refuses to remove and destroy such tree or deadwood, or treat for the purpose of eradication of a destructive pest within ten (10) calendar days or within any additional reasonable time as permitted in writing by the Village Manager, or his or her duly authorized representative, after service of such notice, the Village Manager, or his or her duly authorized representative, may proceed to abate the nuisance in accordance with the non-summary abatement provisions of Chapter 14, Article 3 of the Carol Stream Municipal Code.

(C) Whenever, in the opinion of an officer of the village possessing police powers, the maintenance or continuation of a tree is determined to be a public nuisance pursuant to this article, and such nuisance creates an imminent threat of serious injury to persons or serious damage to persons or real property, such officer shall proceed with an initial summary abatement of the nuisance in accordance with §14-3-11 of the Carol Stream Municipal Code.

**§ 9-4-5 PENALTY.**

If the person so served and notified does not abate the public nuisance within the specified reasonable time, the corporate authorities may proceed to abate the nuisance in any or all manner allowable by law, including, without limiting the generality thereof, the following:

(A) Seeking to impose a monetary penalty as defined by § 1-1-9 of this code by instituting an ordinance enforcement action.

(B) Seeking to enjoin the continuation of the nuisance by the filing of a lawsuit in a court of competent jurisdiction.

**SECTION 6:** All other sections not herein modified shall remain in full force and effect.

This ordinance amending a provision of the Carol Stream Code of Ordinances shall be reprinted in the loose-leaf volume which bears that title.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

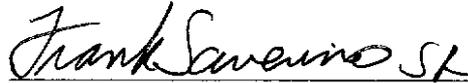
PASSED this 18<sup>th</sup> day of February, 2014.

AYES: Trustees LaRocca, Gieser, Frusolone, Schwarze and McCarthy

NAYS: None

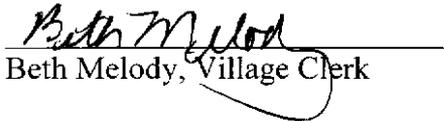
ABSENT: Trustee Weiss

APPROVED this 18th day of February, 2014.



Frank Saverino, Sr., Mayor

ATTEST:



Beth Melody, Village Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A FINAL PLAT OF CONSOLIDATION  
(DERMODY PROPERTIES - 365 E. NORTH AVENUE)**

**WHEREAS**, Lou Berchicci, on behalf of Dermody Properties, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Consolidation to consolidate two existing lots located on the north side of North Avenue, commonly known as 365 E. North Avenue, into one lot, in accordance with Section 7-2-6 of the Village of Carol Stream Subdivision Code; and

**WHEREAS**, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on July 11, 2016, considered the Final Plat of Consolidation and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be consolidated; and

**WHEREAS**, the Combined Board made its recommendation to the Corporate Authorities regarding the approval of this plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

**SECTION 1:** Approval is hereby given to the Final Plat of Consolidation for the *Dermody Subdivision*, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Jacob & Hefner Associates, 1910 S. Highland Avenue, Suite 100, Lombard, Illinois, 60148, dated May 11, 2016.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF JULY, 2016.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr. Mayor

ATTEST:

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Laura Czarnecki, Village Clerk



# PLAT OF CONSOLIDATION OF DERMODY SUBDIVISION

BEING A SUBDIVISION OF PARTS OF LOTS 1 AND 2 IN MEYERCORD'S  
DIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF  
OF THE SOUTH-WEST QUARTER OF SEC. 04, TOWNSHIP 40  
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE  
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS.

OWNERS CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS  
THIS IS TO CERTIFY THAT THE UNDERSIGNED (S/ARE) THE OWNER(S) IN THE FIRST  
SECTION IN THE CONSOLIDATION PLAT AND HAD/WERE CAUSED THE SAME TO BE  
SURVEYED AND RE-SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES  
HEREIN SET FORTH AND DOES/DO HEREBY KNOW/KNOW AND ADOPT THE SAME  
UNDER THE STATE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY  
DEDICATE/PLEDGEE FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR  
INDUSTRIAL, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC PURPOSES,  
AND HEREBY ALSO RESERVE/RESERVE AND GRANTS/GRANT TO THE VILLAGE OF CAROL  
STREAM AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER  
A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS HEREIN SET FORTH ON  
THE PLAT OR STATED ON THEIR STANDARD FORMS ATTACHED HERETO.

PURSUANT TO SECTION 1-0.05 OF THE PLAT ACT, THIS DOCUMENT SHALL  
SERVE AS THE SIGNED INSTRUMENT, TO THE BEST OF THE OWNER'S  
KNOWLEDGE, THE SCHOOL DISTRICT(S) IN WHICH THE TRACT OF LAND LIES IS/ARE THE  
FOLLOWING DISTRICT(S):

COMMUNITY ENVELOPAGED SCHOOL DISTRICT 93 AND CLIFTON HIGH SCHOOL DISTRICT 67

TITLE

ADDRESS

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

CERTIFICATE OF NOTARY  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ AS NOTARY PUBLIC IN AND FOR THE COUNTY,

IN THE STATE AFFORSAID, DO HEREBY CERTIFY  
PERSONALLY KNOW TO ME TO BE THE SAME PERSON/PERSONS WHOSE NAME(S)/NAMES  
AS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SUCH UNDERSIGNED(S)  
APPEAR(S) BEFORE ME THIS DAY IN PERSON AND ADMITTED THAT THEY/HEY  
SIGNED THE CONSOLIDATION PLAT AS HEREIN/HEIR OWN FREE AND VOLUNTARY ACT  
FOR THE USES AND PURPOSES  
THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

NOTARY PUBLIC

CERTIFICATION CONCERNING DRAINAGE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF,  
DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH  
SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE  
CHANGED WITHOUT AN EASEMENT PROVIDED BEING MADE FOR THE COLLECTION AND DRAINAGE  
OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A  
RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE  
PROPERTY OF THE ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE  
DAMAGE TO THE ADJOINING PROPERTY BY REASON OF THE CONSTRUCTION OF THE SUBDIVISION.  
THE UNDERSIGNED OWNER OR THE DULY AUTHORIZED AGENT FURTHER ACKNOWLEDGES THE  
EVIDENCE OF THE ORDINANCE OF THE VILLAGE OF CAROL STREAM AND HEREBY THE  
FURTHER USE OF THE LAND HEREIN SUBDIVIDED BY THAT NO BUILDING PERMITS SHALL BE  
ISSUED BY THE VILLAGE FOR CONSTRUCTION OF SUCH LAND DRAIN, AND UNLESS THE  
CONSTRUCTION AND CHANGES IN THE SAME BROUGHT ABOUT BY SUCH CONSTRUCTION AND  
UNLESS THE CHANGES COMPLY WITH THE ORDINANCES OF THE VILLAGE RELATING TO  
DRAINAGE, WATERS, DRAINAGE, WATER RETENTION AND DRAINAGE, INCLUDING THOSE  
ORDINANCES ASSURING THE CONSTRUCTION OF SUCH IMPROVEMENTS THROUGH THE POSTING  
OF SECURITY.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

VILLAGE CLERK CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF CAROL  
STREAM, ILLINOIS, HEREBY CERTIFY THAT THE CONSOLIDATION PLAT WAS  
PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF  
TRUSTEES OF

THE VILLAGE AT ITS MEETING HELD ON \_\_\_\_\_ 2016, AND (W/)  
THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR  
ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR  
THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF  
THE VILLAGE.

IN WITNESS WHEREOF

MAYOR

VILLAGE CLERK

FINANCE DIRECTOR CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ FINANCE DIRECTOR OF CAROL STREAM, ILLINOIS,  
HEREBY CERTIFY THAT THERE IS NO DELINQUENT OR UNPAID CURRENT OR FORFEITED  
SPECIAL ASSESSMENT OR ANY OTHER ENCUMBRANCE THEREON THAT HAVE BEEN  
APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT

OF 100 AC CAROL STREAM, DUPAGE COUNTY, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

FINANCE DIRECTOR

VILLAGE ENGINEER CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM,  
ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE CONSOLIDATION  
PLAT AND THE PLANS AND SPECIFICATIONS THEREON MEET THE MINIMUM REQUIREMENTS OF  
THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION  
THEREON.

I DO NOT FURTHER CERTIFY THAT THERE HAS BEEN FIELD WITH ME AND I HAVE REVIEWED  
TOPOGRAPHICAL AND PROFILES THEREON FILED WITH THIS RECONSTRUCTION PLAT.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

VILLAGE ENGINEER

COUNTY CLERK CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ COUNTY CLERK IN AND FOR DUPAGE COUNTY, IN THE STATE  
OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO  
DELINQUENT GENERAL TAXES AND UNPAID CURRENT GENERAL TAXES, NO DELINQUENT SPECIAL  
ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND  
DESCRIBED AND PLATTED HEREON.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 2016 A.D.

BY \_\_\_\_\_ DUPAGE COUNTY CLERK

PLANNING COMMISSION CERTIFICATION  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS

CHAIRPERSON

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH  
RESPECT TO ROADWAY ACCESS PURSUANT TO SECTION 2 OF AN ACT TO REVISE THE LAW IN  
RELATION TO PLATS, AS AMENDED, A PLUM THAT MEETS THE REQUIREMENTS CONTAINED IN  
THE DEPARTMENT'S "BOOK OF PERMITS FOR ACCESS DRIVeways TO STATE HIGHWAYS" WILL  
BE REQUIRED BY THE DEPARTMENT.

JOHN FORTMANN, III  
SENIOR DIRECTOR OF HIGHWAYS  
REGION ONE ENGINEER

CERTIFICATE OF COUNTY RECORDER

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE  
COUNTY

AFORSAID ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016,

AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M. AND RECORDED IN PLAT CABINET \_\_\_\_\_ A3

SLIDE NO. \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

DUPAGE COUNTY RECORDER

SURVEYOR CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT I, \_\_\_\_\_ SURVEYOR, IN MY PROFESSIONAL LAND SURVEYOR,  
HAVE SURVEYED AND RE-SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOT 1 (EXCEPT THAT PART NOW KNOWN AS LOT 1 IN FINAL PLAT OF  
RE-SUBDIVISION OF FIRST INDUSTRIAL REALTY RE-SUBDIVISION RECORDED AS DOCUMENT 116  
188-08888) IN SUPERVISOR'S DIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST  
1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT PREVIOUSLY RECORDED APRIL 24, 1977 AS DOCUMENT  
188-11808 IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREON THAT PART OF THE LAND  
TAKEN BY THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION AS  
CONTAINED IN PLAT RECORDED JANUARY 19, 2008 AS DOCUMENT 16 0008 0009  
AND ALSO:

PARCEL 2: LOT 2 (EXCEPT THAT PART NOW KNOWN AS LOT 1 IN FINAL PLAT OF  
RE-SUBDIVISION OF FIRST INDUSTRIAL REALTY RE-SUBDIVISION RECORDED AS DOCUMENT 116  
188-08888) IN SUPERVISOR'S DIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST  
1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT PREVIOUSLY RECORDED APRIL 24, 1977 AS DOCUMENT  
188-11808 IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN ON THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SUCH  
SURVEY AND RE-SUBDIVISION. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL  
PARTS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE  
BOARD OF TRUSTEES RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED  
WITH IN THE PREPARATION OF THIS PLAT.

I ALSO CERTIFY THAT ACCORDING TO A SCALED INTERPRETATION OF THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX HAVING A MAP  
NUMBER OF 170400000N FOR DUPAGE COUNTY, ILLINOIS, AND INCORPORATED AREAS, THE  
MAJORITY OF THE SUBJECT TRACT FALLS WITHIN ZONE "A" (AREAS DETERMINED TO BE  
OUTSIDE THE 0.2% ANNUAL CHANCE (100-YEAR) AND SOME PORTIONS FALL WITHIN ZONE  
"A" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE  
FLOOD (ONE-BACK FLOOD) EXCEPTING DETERMINED).

GIVEN UNDER MY HAND AND SEAL ON THIS 11TH DAY OF MAY, 2016.

THURSDAY E. WOLFE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35 3535  
JACOB & WENNER ASSOCIATES, INC.  
MY LICENSE EXPIRES NOVEMBER 30, 2016



RECEIVED

05 05 16

COMMUNITY DEVELOPMENT  
DEPT

PAGE 2 OF 2

Survey No.	PL016
Ordered By	DERMODY CORPORATION
Description	PLAT OF CONSOLIDATION
Date Prepared	MAY 11, 2016
Scale:	1" = 60' <span style="float: right;">KUPP RW</span>



*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joe Breinig, Village Manager

**REVIEWED AND  
APPROVED BY:** Chief Ed Sailer

**FROM:** SGT Don Cummings #27

**DATE:** 6/30/2016

**RE:** Surplus vehicle for auction

*Request to declare the below listed vehicles awarded to the Village  
as surplus for sale via the America's Auto Auction INC.*

The seized vehicles below have been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like the vehicles declared as surplus so it can go to auction.

- |    |                     |                   |
|----|---------------------|-------------------|
| 1) | 2003 Dodge Ram 1500 | 1D7HA18N73S229568 |
| 2) | 2000 Nissan Altima  | 1N4DL01D7YC141612 |
| 3) | 2006 Kia Sorento    | KNDJD733765539993 |
| 4) | 2004 Saturn Vue     | 5GZCZ53494S879876 |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DECLARING SURPLUS PROPERTY  
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the Corporate Authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described; and

WHEREAS, the described personal property has been determined by the Corporate Authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare four vehicles as surplus for sale and go to auction through the America's Auto Auction Inc.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

- |                       |                        |
|-----------------------|------------------------|
| • 2003 Dodge Ram 1500 | VIN: 1D7HA18N73S229568 |
| • 2000 Nissan Altima  | VIN: 1N4DL01D7YC141612 |
| • 2006 Kia Sorento    | VIN: KNDJD733765539993 |
| • 2004 Saturn Vue     | VIN: 5GZCZ53494S879876 |

now owned by the Village of Carol Stream, is no longer useful and authorize its auction.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 18th DAY OF JULY, 2016.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino Sr., Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Rose Armstrong, Administration Secretary *RA*  
**DATE:** June 20, 2016  
**RE:** American Cancer Society  
Raffle License Application

The American Cancer Society is sponsoring their annual Relay for Life of Carol Stream on Saturday, June 25, 2016 from 2:30 pm – 8:00 pm in which a raffle drawing will be held at Glenbard North High School to raise funds to support Carol Stream Cancer patients. Raffle tickets will be sold for \$1.00 each or 6 for \$5.00.

Applicant is requesting a waiver of the application fee 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, July 18, 2016 meeting.

Thank you.

Attachment



AMERICAN CANCER SOCIETY RELAY FOR LIFE

**Celebrate.**

**Remember.**

**Fight Back.**

Denise Simone  
926 Saginaw  
Carol Stream, Il 60188

Village of Carol Stream  
500 North Gary Ave.  
Carol Stream Il 60188

June 20, 2016

To Whom It May Concern,

I am requesting a raffle permit for a raffle that will be held to raise money for the American Cancer Society (ACS) at Relay for Life. All money raised at this raffle will go to ACS.

The raffle will be a drawing held at Glenbard North High School on June 25<sup>th</sup>, 2016. Tickets will be sold from 2:30 p.m. - 8:00 p.m. The names of the winners will be pulled by 8:30 p.m. All money will be deposited on site to the American Cancer Society bankers.

I am requesting you wave the permit fees due to the fact that we are a not-for-profit organization. It would be appreciated if this would be possible as we have very little money budgeted to us to hold this event.

Thank you for this consideration.

A handwritten signature in black ink that reads "Denise Simone".

Denise Simone

*Visit [www.RelayForLife.org](http://www.RelayForLife.org).*

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Community Development Director 

**DATE:** July 14, 2016

**RE:** **Agenda Item for the Village Board Meeting of July 18, 2016 – Requests by Organic Soils, Inc. for a Second Extension of the Special Use Permit for a Landscape Waste Transfer Facility and for an Amendment to the Lease Agreement for Village-Owned Property at 295 Kuhn Road**

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**PURPOSE**

The purpose of this memorandum is to seek Village Board direction on requests from Organic Soils, Inc. for a second extension of the Special Use Permit for a Landscape Waste Transfer Facility and to amend to the Lease Agreement for Village-owned property at 295 Kuhn Road.

**PROJECT HISTORY**

For the Village Board's information, a detailed chronology of key project events is attached for reference purposes.

**BACKGROUND**

In August of 2014, the Village Board approved a Special Use Permit and a Lease Agreement for Organic Soils to operate a landscape waste transfer facility (LWTF) on a portion of the Village's Water Reclamation Center (WRC) property on Kuhn Road. For the Village Board's information, the Zoning Code requires construction of an approved Special Use to commence within 18 months from the date of the approval of the Special Use, or else the Village Board may initiate the process for terminating the Special Use. Alternatively, the Zoning Code also authorizes the Village Board to grant an extension of the 18 month construction timeframe upon receipt of a written request.

With the 18 month construction deadline from the date of the original LWTF Special Use approval approaching in January of this year, and with construction of the LWTF not imminent, the Village sent a letter to Organic Soils advising them of their option to either seek an extension of the Special Use from the Village Board, or contend with the prospect that the Village Board could initiate the process of terminating the Special Use.

On January 21, 2016, Organic Soils submitted a letter to the Mayor and Board of Trustees requesting an extension of the Special Use. The letter included a project schedule indicating that construction was expected to begin in July or August of 2016. At its meeting on February 1, 2016, the Village Board granted an extension to the Special Use, with the stipulation that construction of the LWTF would begin by July 31, 2016. The attached Project History includes project-related events that have transpired since the February 1, 2016 extension; however, it has become clear that construction of the LWTF will not commence by the July 31, 2016, extension deadline. As outlined in the attached letter dated July 8, 2016, Organic Soils is requesting a second extension of

the Special Use, until April 30, 2017. In addition, based on staff's review of the proposed Plat of Subdivision in June of this year, we have identified the need to amend the Lease Agreement to ensure that Organic Soils' responsibilities and the Village's recourse as related to the maintenance of the storm water management facilities on the LWTF site are established. In the second attached letter dated July 8, 2016, Organic Soils is requesting to amend the Lease Agreement to address the maintenance issues related to the storm water management facility.

## **DISCUSSION**

The Village Board has the following options in response to Organic Soils' requests:

- 1. Initiate the process to terminate the Special Use.** If the Village Board does not wish to grant another extension to the Special Use Permit, the Board could direct staff to embark upon the process to terminate the Special Use Permit, as outlined in Section 16-15-8(H) of the Zoning Code. The steps in this process are as follows:
  - Newspaper publication of a Notice of a Public Hearing before the Plan Commission;
  - The Plan Commission conducts a Public Hearing, at which the Plan Commission indicates: i) whether one or more of the conditions that allow for the termination of a Special Use, as set forth in the Zoning Code, exists, and ii) whether on account of such condition(s) and any other circumstances, should the Special Use be terminated, or whether the property should be rezoned to another classification;
  - The Plan Commission prepares findings of fact and a recommendation regarding the continuation or termination of the Special Use and regarding the rezoning of the property to another classification; and
  - The Plan Commission transmits its findings and recommendations to the Village Board for final action. The Village Board may terminate the Special Use, may grant an extension of the Special Use, may allow the property to be utilized with a permitted use in the underlying zoning district, or may rezone the property.

Should the Village Board wish to pursue Option 1, in order to ultimately terminate the Special Use Permit, the Plan Commission would need to find, and the Village Board would need to concur, that there is some change in conditions that supports termination of the Special Use.

- 2. Approve the extension.** As noted, Organic Soils is requesting an extension of the Special Use until April 30, 2017. If the Village Board is so inclined, they may approve the extension as requested. Under this option, the Village Board should still require amendment of the Lease Agreement to address the maintenance issues related to the storm water management facility.
- 3. Approve the extension subject to an amended Lease Agreement.** Although not unprecedented, it is unusual for a business to fail to commence construction of an approved Special Use within 18 months of approval as required by the Zoning Code. In approving the Special Use and entering into a Lease Agreement with Organic Soils, the Village expected that the LWTF would be constructed and operational by this time. This project is somewhat unique in that the Village is the property owner. As the owner, the Village had expectations about the use of its property in accordance with the terms of the Lease Agreement.

To clarify the Village's expectations regarding the LWTF project and use of its property moving forward, staff suggests that the Village Board should direct that, prior to another extension of the Special Use, the applicant must agree to several amendments to the Lease Agreement. In reviewing the Lease Agreement with the Village Attorney, staff suggests that revisions and/or additions be made to the following sections of the Lease Agreement:

**Term** – The Term of the Lease Agreement, as currently written, **does not begin until “the first day of the month immediately following the date upon which Organic Soils receives the Illinois Environmental Protection Agency permit to operate a landscape waste transfer facility upon the Leased Premises.”** Organic Soils has applied for and received a permit to develop and construct the LWTF. It has not, however, received or applied for an IEPA permit to operate a landscape waste transfer facility, which staff verified with IEPA this week. A requirement for the issuance of the permit to operate the LWTF is the completed subdivision of the property, which is currently in process. As such, the Term of the Lease Agreement has not yet commenced, and accordingly, Organic Soils has not yet begun making lease payments to the Village. Staff would suggest that should the Village Board be interested in extending the Special Use, the Lease Agreement should be modified to indicate that **the Term of the Lease Agreement shall commence August 1, 2016.**

**Rent** – As noted above, under the current Lease Agreement, rent payments to the Village do not begin until the first day of the month immediately following the date of approval of the IEPA permit to operate the LWTF. **Staff suggests that payment of the \$18,000 annual rent, which is payable in \$1,500 monthly installments, should commence August 1, 2016.** An amendment to the Lease Agreement could stipulate the commencement of rent payments on August 1, 2016.

**Termination** – To eliminate ambiguity regarding the Village's expectations, as property owner, as to the deadlines for the construction and operation of the LWTF, staff suggests that new language could be added to the Termination section of the Lease Agreement, stipulating that if Organic Soils fails to commence construction of the LWTF by date certain (April 30, 2017, which is Organic Soils' proposed date by which construction will begin), the Lease Agreement shall automatically terminate, and further, that if Organic Soils fails to commence full operation of the LWTF by date certain (September 30, 2017), the Lease Agreement shall automatically terminate.

Under this option, if the Village Board wished to entertain another extension of the Special Use, with sufficient clarity added to the Lease Agreement as outlined above or as otherwise directed by the Village Board, staff could provide Organic Soils with proposed amendments to the Lease Agreement, and then bring forward an amended Lease Agreement and an Ordinance extending the Special Use for action by the Village Board at a future meeting.

Staff also seeks Village Board direction regarding Organic Soils' request to install a temporary construction sign on the property, which was discussed at the June 20, 2016, Village Board meeting. Staff would suggest that the option to install a temporary construction sign could also be addressed through an amendment to the Lease Agreement.

Joseph E. Breinig, Village Manager

July 14, 2016

Page 4 of 4

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**RECOMMENDATION**

Staff is prepared to answer any questions from the Mayor and Trustees and implement the direction received.

c: Organic Soils, Inc.

DTB:db

T:\Village Board Special and Temporary Approvals\2016-07-18 VB Memo - LWTF SUP Extension #2 Final.docx

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Community Development Director 

**DATE:** July 14, 2016

**RE:** **Supplement to Agenda Item K-2 – Landscape Waste Transfer Facility Project History**

---

**PURPOSE**

This memorandum serves as a supplement to the Agenda Item X-X, and is intended to provide the Village Board with the history of the Landscape Waste Transfer Facility (LWTF) project.

**PROJECT HISTORY**

Following is a chronology of key events regarding the LWTF project.

- **May 2013** – Organic Soils representatives make initial contact with the Village regarding their interest in operating a LWTF on a portion of the Village’s Water Reclamation Center property on Kuhn Road. Village staff recommends that Organic Soils should present their concept plan for the LWTF at a Village Board workshop meeting to introduce the concept to the community, the Plan Commission and Village Board.
- **July 1, 2013** – Organic Soils presents an initial concept plan regarding the LWTF at a combined Plan Commission and Village Board workshop meeting, open to the public, at Village Hall. The purpose of the workshop is to allow Organic Soils to introduce the project to the community and gauge the initial reaction to the concept. Notice of the workshop meeting was published in local newspapers, and a link to the presentation materials prepared by Organic Soils was placed on the Village’s website at this address:

<http://www.carolstream.org/images/stories/AgendaandMinutesArchive/2013SpecialMeetingAgendas/SpecialMeeting070113.pdf>

- **July 2013 through September 2013** – Organic Soils submits a concept plan and information about the LWTF to Village staff to receive technical/code-based feedback from staff.
- **September 9, 2013** – Staff’s concept plan review letter is sent to Organic Soils. Among other comments, the letter advises the applicant that a wetland delineation report should be prepared for the property.
- **October 2013** – Staff and Organic Soils begin negotiation of a lease agreement for the property Organic Soils proposes to lease from the Village for the LWTF.
- **October 2013 through December 2013** – Organic Soils prepares applications and plans for submittal to Village for formal zoning approvals for the LWTF use.

- **December 20, 2013** – Organic Soils submits an application for formal zoning approvals for the LWTF use to the Community Development Department.
- **January 17, 2014** – Village staff review letter regarding first formal submittal package is sent to Organic Soils.
- **January 2014 through April 2014** – Organic Soils representatives make revisions to the LWTF plans in response to comments in the Village staff review letter.
- **April 10, 2014** – Organic Soils submits revised LWTF plans and information to the Community Development Department.
- **May 23, 2014** – Village staff review letter on second formal LWTF submittal package sent to Organic Soils.
- **June 18, 2014** – Based on a suggestion by Village staff in staff's September 9, 2013, concept plan review letter, Organic Soils representatives host a public informational meeting at the Carol Stream Holiday Inn. Organic Soils sent out letters inviting nearby property owners to attend the informational meeting. This informational meeting was optional and in addition to the public hearing required by State statutes and the Village Code for zoning applications. Two Carol Stream residents attended the meeting. Organic Soils representatives provided information regarding the LWTF, discussed information displayed on presentation boards, and answered questions from attendees. The principal concerns expressed by those in attendance at the meeting related to noise and odor that might be generated by the LWTF.
- **June 23, 2014** – Organic Soils submits a final set of revised plans in response to comments in the Village's May 23, 2014, staff review letter and the comments received at the June 18, 2014, public informational meeting.
- **June 25, 2014** – A Notice of Public Hearing, at which the Plan Commission will consider the formal zoning approvals requested by Organic Soils, is published in The Examiner. This notice satisfies state statutes for the legal noticing of a local municipal Special Use zoning hearing.
- **June 26, 2014** – A Notice of Public Hearing is mailed to property owners within 250 feet of the Village's Water Reclamation Center property, upon which the LWTF is proposed to be located. The mailing of this notice is beyond the requirements of state statutes, and is intended to encourage greater community knowledge and participation in the Public Hearing process.
- **July 11, 2014** – The Agenda packet for the July 14, 2014, Plan Commission meeting is posted on the Village's website.
- **July 14, 2014** – At its July 14, 2014, meeting, the Plan Commission hears the presentation regarding the LWTF from Organic Soils representatives, receives the staff report from Village staff, accepts testimony from the public during the Public Hearing, and asks questions of Organic Soils representatives and staff. At the conclusion of the meeting, the Plan Commission unanimously recommends approval of all of Organic Soils' requests for zoning approvals.
- **July 18, 2014** – The Agenda packet for the July 21, 2014, Village Board meeting is posted on the Village's website. This agenda contains a staff memo to the Village Board recommending that the Village Board table action on the requested zoning approvals while the Village staff continues negotiation of the lease agreement for the proposed LWTF site with Organic Soils representatives.
- **July 21, 2014** – Village Board tables Organic Soils' requested zoning approvals at its July 21, 2014, meeting, to allow continued negotiation of the lease agreement with Organic Soils representatives.

- **August 4, 2014** – Village Board tables Organic Soils' requested zoning approvals at its August 4, 2014, meeting, to allow continued negotiation of the lease agreement with Organic Soils representatives.
- **August 18, 2014** – Village Board unanimously approves all of Organic Soils' requested zoning approvals and the lease agreement for use of the proposed LWTF site.
- **February 19, 2015** – Organic Soils submits an application for a permit to construct and develop a LWTF to the Illinois Environmental Protection Agency (IEPA).
- **May 27, 2015** – The IEPA issues a permit to construct and develop a LWTF to Organic Soils. (Note: A separate IEPA Operating Permit is required to operate a LWTF.)
- **November 2015** – Partial Site Improvement/Engineering plans for the LWTF are submitted to the Engineering Services Department.
- **January 13, 2016** – Village sends letter to Organic Soils, seeking clarification regarding the status of the LWTF project, and informing Organic Soils that the Special Use approval would be subject to termination by the Village Board on or after February 18, 2016, if Organic Soils failed to commence construction of the Special Use within the 18-month timeframe set forth in the Zoning Code.
- **January 21, 2016** – Organic Soils submits a letter to the Village requesting an extension of the Special Use approval, accompanied by a schedule indicating that construction of the LWTF should commence by July/August 2016. Delays in IEPA permitting are offered as the reason for the delay in construction commencing.
- **February 1, 2016** – The Village Board grants an extension of the Special Use originally approved through Ordinance 2014-08-44, until July 31, 2016.
- **February 24, 2016** – Organic Soils submits initial Storm Water Report and revised Engineering plans to the Village.
- **March 28, 2016** – Comments from Village's Engineering Consultant, Christopher B. Burke Engineering, Ltd. are provided to Organic Soils. The comments referenced that the Storm Water Certification Application was not included with the submittal, and there were also several comments regarding detention, floodplain, post-construction best management practices (PCBMP's), maintenance and monitoring along with comments regarding maps and exhibits. The review also concluded that the site contains wetlands, which confirmed prior information provided to Organic Soils by staff. CBBEL staff concluded that the DuPage County Floodplain Ordinance was not met and recommended not issuing a Storm Water Certification until the many outstanding items were addressed.
- **April 15, 2016** – Organic Soils submits a letter to the Village providing an update on the project. Organic Soils indicated that they previously did not believe the site contained wetlands, but that owing to the presence of wetlands, they anticipated that further jurisdictional review and permitting will add three to six months to the project timeline.
- **April 22, 2016** – Village sends letter to Organic Soils, referring to the September 2013 concept plan review letter by prepared by Village staff, which advised Organic Soils that a wetland delineation report should be prepared. The April 22, 2016, letter encouraged Organic Soils to make progress on other project approvals, such as the plat of subdivision and building permits, and advised that it was unknown whether the Village Board would be willing to grant additional project extensions.
- **May 31, 2016** – Organic Soils contacts Village and requests Village review comments on the proposed Plat of Subdivision.

- **June 3, 2016** – Organic Soils submits a permit application for a temporary construction sign to the Community Development Department.
- **June 10, 2016** – Village staff review letter regarding the Plat of Subdivision is sent to Organic Soils.
- **June 13, 2016** – Organic Soils submits a revised storm water report to the Village for review. Organic Soils also submits building permit applications for LWTF site pavement, an aboveground fuel tank and a permanent ground sign.
- **June 20, 2016** – As neither the approved project plans nor the lease agreement contemplated the installation of a temporary construction sign on the LWTF site, the Village Board is asked, as the representative for the property owner, whether they wished to authorize the installation of a temporary construction sign on the property. With the deadline to commence construction about six weeks away (July 31, 2016), the Village Board decides to wait until the project status is better known after July 31, 2016, to make a determination regarding the temporary sign.
- **July 7, 2016** – Storm Water Review #2 was completed by the Village's Storm Water consultant, Christopher B. Burke Engineering, LTD. CBBEL concluded that a wetland delineation provided by the applicant was acceptable and that the wetland mitigation of fee-in-lieu is acceptable. However, the wetlands are the jurisdiction of the US Army Corps of Engineers and a permit determination is needed from the Corps. This process could take up to nine months. CBBEL staff also concluded that the DuPage County Floodplain Ordinance was not met and recommended not issuing a Storm Water Certification until other outstanding items are addressed.
- **July 8, 2016** – Organic Soils submits a letter to the Mayor and Trustees, requesting a second extension of the Special Use approval, until April 30, 2017. The letter cites approvals related to the presence of a wetland on the property as the primary need for the extension.

### **RECOMMENDATION**

For informational purposes only.

DTB:db

T:\Village Board Special and Temporary Approvals\2016-07-18 VB Memo - LWTF SUP Extension Project History.docx

# Organic Soils, Inc.

July 8, 2016

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

**Re: Landscape Waste Transfer Facility (LWTF), Ordinance 2014-08-44**

Mayor Saverino and Village Trustees,

We respectfully request a second extension of time within which to commence construction of the Organic Soils Landscape Waste Transfer Facility. Previously, a timeline was provided outlining how we anticipated meeting the deadline. Organic Soils was maintaining its schedule until reception of the first review comments from Christopher B. Burke Engineering Ltd (CBBEL). The comments indicated that there might be wetlands on the property and now required that a wetland study be prepared and submitted.

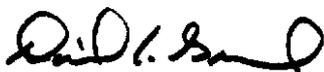
When the Village initially indicated that a review of the wetlands would be necessary with the Courtesy Review, Organic Soils reviewed the National Wetland Inventory and Dupage County database. The reviews indicated that wetlands were not present on the subject property. This information was conveyed to the Village and was accepted. Subsequently, we did not pursue commissioning a wetland study. However, as part of the stormwater report review CBBEL indicated that they believed a wetland was present along Kuhn Road. As part of our wetland review, a low grade wetland was identified. Possibly the wetland developed as a result of blockage of Kuhn Road swale at the stormwater pipe discharge point, which may have happened when the contractor used the area for concrete and asphalt grinding as part of the Kuhn Road bike path project.

Based on information provided by our wetland consultant, the current timeframe to receive a permit from the Army Corp of Engineers could be up to 6 months. However, as long as Organic Soils does not impact the wetland, then it would be possible for construction to commence as soon as the Final Plat of Subdivision is approved, the Stormwater Management Report and appropriate permits are completed. Work that could be started, include the majority of the paved area, the portable office building trailer, the fence, etc.

Related to the Stormwater Management Report, CBBEL has provided comments July 7, 2016. Our engineer has indicated that the remaining comments are minor, and they will likely have the submission back to the Village on July 14, 2016.

We are requesting an extension of 9 months to April 30, 2017. If we are granted an extension, we anticipate construction could begin by October 31, 2016.

Respectfully



cc: Joe Breinig, Village Manager  
Donald Bastian, Community Development Director  
James Knudsen, Engineering Services Director  
Philip Modaff, Public Works Director

# Organic Soils

July 8, 2016

**Village of Carol Stream**  
**Attn: Mr. Don Bastian, AICP**  
Community Development Director  
500 N. Gary Avenue  
Carol Stream, IL 60188

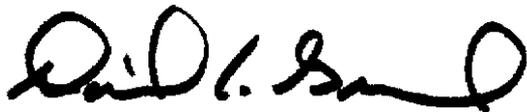
**Re: Landscape Waste Transfer Facility Amendment to Lease Agreement**

Dear Mr. Bastian:

Pursuant to your request in the correspondence dated June 10, 2016, attached please find a draft of the First Amendment to the Lease Agreement with the appropriate changes added.

Please feel free to contact me with any questions or comments you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Gravel", written in a cursive style.

Dave Gravel, President  
Organic Soils, Inc.

cc: Joe Brienig, Village Manager  
James A. Rhodes, Village Attorney  
James Knudsen, Engineering Services Director  
Philip Modaff, Public Works Director

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT (FIRST AMENDMENT) IS DATED as of the \_\_\_\_ day of July 2016 and amends that certain Lease Agreement dated August 18, 2013 by and between THE VILLAGE OF CAROL STREAM (VILLAGE) and ORGANIC SOILS, INC. (ORGANIC SOILS).

### WITNESSETH:

1. Paragraph 9 - Repairs and Compliance with Laws is hereby amended to include the following additional provisions:

- “K. a. ORGANIC SOILS agrees to construct the storm water management facilities in accordance with the approved final engineering plans (to be approved);
- b. ORGANIC SOILS must maintain the storm water management facilities for the term of the lease of the property;
- c. Failure by ORGANIC SOILS to maintain the storm water management facilities s a default of the Lease Agreement;
- d. Should ORGANIC SOILS fail to maintain the storm water management facilities, the VILLAGE is authorized to perform necessary maintenance work; and
- e. Should the Village need to perform maintenance work on the storm water management facilities, ORGANIC SOILS must reimburse the VILLAGE for its costs incurred in performing any such work, including attorney’s fees.

2. Paragraph 19 - Default shall be amended by deleting subparagraph 8.

3. In all other respects, the LEASE AGREEMENT is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties have caused this First Amendment to lease Agreement to be executed effective as of the day and date first above written.

VILLAGE OF CAROL STREAM  
an Illinois municipal corporation

By \_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

ORGANIC SOILS, INC.,  
an Illinois corporation

By \_\_\_\_\_  
David A. Gravel  
Vice President

ATTEST:

\_\_\_\_\_  
Stephanie Chodera, Secretary

Village of Carol Stream  
 Schedule of Bills  
 For Village Board Approval on July 5, 2016

**AGENDA ITEM**  
2-1 7-18-16

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>1 800 TREE GUYS</b>					
300 KUHN RD TREE REMOVALS	3,850.00	01670700-52268	TREE MAINTENANCE	1168	
	<u>3,850.00</u>				
<b>7TH HEAVEN</b>					
SUMMER IN THE CENTER CONCERT	3,000.00	01750000-52288	CONCERT SERIES	JULY 14TH CONCERT	
	<u>3,000.00</u>				
<b>AT &amp; T</b>					
TI FOR PD SRV 6/16 -7/15 2016	440.41	01652800-52230	TELEPHONE	630Z57651906 6/16/16	
	<u>440.41</u>				
<b>AMERICAN EXPRESS MERCHANT SERVICES</b>					
AMEX ONLINE VS MAY/2016	65.98	01610100-52256	BANKING SERVICES	INV 9693 MAY/16	
	<u>65.98</u>				
<b>ARMBRUST PLUMBING, HEATING &amp; AIR CONDITIO</b>					
EYEWASH STN IN MECHANIC'S GARAGE	1,997.00	01670400-52244	MAINTENANCE & REPAIR	88945	
EYEWASH STN IN MECHANICS GARAGE	842.16	01670400-52244	MAINTENANCE & REPAIR	89133	
	<u>2,839.16</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
PLAN REVIEW 246 KEHOE BLVD	3,604.36	01643700-52253	CONSULTANT	44233	
PLUMBING INSP'S MAY/16	1,279.20	01643700-52253	CONSULTANT	44165	
SPRINKLER INSP -191 E NORTH AVE	494.34	01643700-52253	CONSULTANT	44239	
	<u>5,377.90</u>				
<b>BAUDVILLE</b>					
ID CARD MAKER	3,297.16	01662400-53350	SMALL EQUIPMENT EXPENSE	3056803	
	<u>3,297.16</u>				
<b>BAXTER &amp; WOODMAN INC</b>					
WRC NPDES COMPL STUDY 5/15 -6/18	6,363.47	04101100-52253	CONSULTANT	0186578	
	<u>6,363.47</u>				

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<b>BEARY LANDSCAPING</b>					
LANDSCAPE MTC 1ST PYMNT	15,825.43	01670400-52272	PROPERTY MAINTENANCE	23857	
	<u>15,825.43</u>				
<b>BEDROCK EARTHSCAPES LLC</b>					
2017 POND/WELAND MTC TC -JUN/16	245.00	01620600-52272	PROPERTY MAINTENANCE	404	
2017 POND/WETLAND MTC MAY/JUN VLG	5,605.00	01620600-52272	PROPERTY MAINTENANCE	403	
	<u>5,850.00</u>				
<b>BLOOMINGDALE TOWNSHIP</b>					
MOSQUITO ABATEMENT JUNE/2016	8,552.50	01670100-52269	MOSQUITO ABATEMENT	3002	
	<u>8,552.50</u>				
<b>BRIAN COOPER</b>					
TUITION REIMB LMM-309	1,452.00	01662300-52223	TRAINING	TRNG 5/4 -6/8	
	<u>1,452.00</u>				
<b>C J INCROCCI</b>					
TUITION REIMB- CRIM JUSTICE 205	1,611.00	01662700-52223	TRAINING	REIMB CLS	
	<u>1,611.00</u>				
<b>CANON SOLUTIONS AMERICA</b>					
COPIER MTC 3/25 -6/24	2,436.33	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	018764174	
	<u>2,436.33</u>				
<b>CHICAGO METROPOLITAN AGENCY FOR PLANNING</b>					
CMAP FY 2017 LOCAL CONTRIBUTION	400.00	01520000-52234	DUES & SUBSCRIPTIONS	#FY2017--037	
	<u>400.00</u>				

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<b>CHRISTOPHER B BURKE ENGR LTD</b>					
PROF SRV MAY/16 242 ARMY TRL	1,325.50	01620600-52253	CONSULTANT	129721	
PROF SRV MAY/16 295 KUHN RD	422.50	01620600-52253	CONSULTANT	129722	
PROF SRV MAY/16 365 NORTH	179.00	01620600-52253	CONSULTANT	129720	
PROF SRV MAY/16 423 ST PAUL	716.00	01620600-52253	CONSULTANT	129726	
SRV FOR MAY/16 S & S INTN'L	1,740.00	01620600-52253	CONSULTANT	129725	
SRV FOR MAY/2016 245 NORTH AVE	732.00	01620600-52253	CONSULTANT	129723	
SRV'S FOR MAY/16 NORTH AVE/KUHN RD	761.62	01620600-52253	CONSULTANT	129724	
	<u>5,876.62</u>				
<b>COMCAST CABLE</b>					
CABLE TV 06/26- 07/25	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 6/19/16	
	<u>4.23</u>				

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<b>COMED</b>					
OW EAST ST 1 ST CHARLES	30.68	01670600-53210	ELECTRICITY	6827721000 06/8/16	
1 N END THORNHILL COMM PK	72.01	01670600-53210	ELECTRICITY	6337409002 06/16/16	
100 DELLA CT	13.68	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 6/14/16	
1015 LIES RD	35.19	04201600-53210	ELECTRICITY	2514004009 06/16/16	
1025 LIES RD LITE R25	207.21	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 06/16/16	
106 GOLDENHILL	30.41	01670600-53210	ELECTRICITY	2127117053 5/26/16	
106 GOLDENHILL	74.50	01670600-53210	ELECTRICITY	2127117053 6/22/16	
1128 EVERGREEN TRL	72.55	04101500-53210	ELECTRICITY	0291093117 6/20/16	
1345 GEORGETOWN DR	17.76	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 6/21/16	
1348 CHARGER CT	346.96	04101500-53210	ELECTRICITY	2496057000 06/16/16	
1350 TALL OAKS STN	45.46	04101500-53210	ELECTRICITY	2073133107 6/17/16	
1415 MAPLE RIDGE CT PUMP	233.70	01670600-53210	ELECTRICITY	5838596003 06/20/16	
301 ANTELOPE TRL	64.13	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 6/17/16	
333 FULLERTON AVE	707.52	04201600-53210	ELECTRICITY	0300009027 06/17/16	
391 FLINT TRL CONTROLER	52.23	01670600-53210	ELECTRICITY	2207156029 6/17/16	
391 ILLINI DR	119.67	01670600-53210	ELECTRICITY	4430145023 6/17/16	
403 SIOUX LN- STREET LIGHTS	15.50	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 6/20/16	
451 SILVERLEAF	37.11	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 06/17/16	
491 CHEYENNE TRL	15.34	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 6/20/16	
500 N GARY LITE RT25	123.29	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 06/17/16	
506 CHEROKEE CT LITE	41.29	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 06/17/16	
512 CANYON TRL	15.90	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 06/20/16	
594 NEZ PERCE CT LITE	46.01	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 6/20/16	
850 LONGMEADOW DR AERATOR	138.29	01670600-53210	ELECTRICITY	1865134015 6/17/16	
867 SHENANDOAH DR AERATOR	19.60	01670600-53210	ELECTRICITY	4483019016 06/17/16	
879 DORESCESTER AERATOR	134.02	01670600-53210	ELECTRICITY	0803155026 06/17/16	
880 PAPOOSE CT	90.82	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 6/17/16	
990 DEARBORN CIR	57.05	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 6/17/16	
MASTER ACCOUNT	566.92	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 6/21/16	
RED LIGHT CAMERA	38.13	01662300-52298	ATLE SERVICE FEE	4202129060 6/17/16	

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SW MORTON & LIES MASTER	188.66	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 6/27/16	
	<u>3,651.59</u>				
<b>CONSTELLATION NEW ENERGY</b>					
124 GERZEVSKE ES PAS	2,151.30	04201600-53210	ELECTRICITY	33329045001 6/22/16	
300 KUHN RD WS PAS	2,221.30	04201600-53210	ELECTRICITY	333527890001 6/23/16	
	<u>4,372.60</u>				
<b>COSTCO WHOLESALE</b>					
TWN CTR CONCERT SERIES REFRESHMENTS	46.27	01750000-52288	CONCERT SERIES	111809061286 06/2016	
	<u>46.27</u>				
<b>CRYSTAL MGMT &amp; MAINTENANCE SRV'S CORP</b>					
CLEAN SRV FOR JULY 2016	860.00	01670100-52276	JANITORIAL SERVICES	23812	
CLEAN SRV FOR JULY 2016	1,385.00	01680000-52276	JANITORIAL SERVICES	23812	
	<u>2,245.00</u>				
<b>DAVID G BAKER</b>					
VLG BOARD MTG TELECAST SRV'S	137.50	01590000-52253	CONSULTANT	062016	
	<u>137.50</u>				
<b>DOCUMENT IMAGING DIMENSIONS, INC</b>					
TONER - W&S PRINTER	89.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	293926	
	<u>89.00</u>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENCE</b>					
JUNE BUSINESS MTG	40.00	01520000-52222	MEETINGS	9542	
JUNE BUSINESS MTG	40.00	01590000-52222	MEETINGS	9542	
JUNE BUSINESS MTG	40.00	01670100-52222	MEETINGS	9542	
	<u>120.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
OPER/MTC MAY/2016	480,302.40	04201600-52283	DUPAGE CTY WATER COMMISSION	11357	
	<u>480,302.40</u>				

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<b>ENVIROBROKER LLC</b>					
HAULING OF SPOILS	1,355.00	04201600-52265	HAULING	12429	
	<u>1,355.00</u>				
<b>F H PASCHEN S.N NIELSEN &amp; ASSOCIATES LLC</b>					
RESURFACE MECHANICS GARAGE FINAL	9,682.93	01-21348	RETAINAGE - F H PASCHEN	1550-237-2F	
	<u>9,682.93</u>				
<b>FEDEX</b>					
FEDEX EXPRESS 6/15 & 6/20 ENGR	45.13	01621300-53317	OPERATING SUPPLIES	5-457-24641	
	<u>45.13</u>				
<b>FLOOD BROTHERS DISPOSAL</b>					
YARD WST 16007001-16009500	6,450.00	01-14120	YARD WASTE STICKERS	3563205	
	<u>6,450.00</u>				
<b>FULL LIFE SAFETY CENTER</b>					
FALL PROTECTION HARNESS	1,823.50	04101500-53317	OPERATING SUPPLIES	32839	
FALL PROTECTION HARNESS	1,823.50	04201600-53317	OPERATING SUPPLIES	32839	
	<u>3,647.00</u>				
<b>GAS DEPOT</b>					
UNLEADED FUEL	11,433.83	01696200-53356	GAS PURCHASED	29959	
	<u>11,433.83</u>				
<b>GOVTEMPSUSA LLC</b>					
OFFICE MGR 06/12/16	1,419.20	01590000-52253	CONSULTANT	2002958	
OFFICE MGR 06/19/16	1,419.20	01590000-52253	CONSULTANT	2002959	
PROP INSP 06/19/16	875.00	01642100-52253	CONSULTANT	2002957	
PROPERTY MTC INSP 06/12/16	875.00	01642100-52253	CONSULTANT	2002956	
	<u>4,588.40</u>				

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<b>IEPA</b>					
ANNUAL NPDES FEE	30,000.00	04100100-52272	PROPERTY MAINTENANCE	JUL/2016-JUN/2017	
	<u>30,000.00</u>				
<b>IL STATE POLICE/DIRECTOR</b>					
SEIZED FUNDS - NIKOLAS R CONTRERAS	305.00	01-23517	DEF REV POLICE EVIDENCE	CS16005691-1	
SEIZED FUNDS JILYN CONTRERAS	2,370.00	01-23517	DEF REV POLICE EVIDENCE	CS16005691-2	
SEIZED FUNDS MATTHEW A TIMAR	805.00	01-23517	DEF REV POLICE EVIDENCE	CS14006508	
	<u>3,480.00</u>				
<b>LAUREEN A ROSE LCSW</b>					
CLINICAL CONSULTATION 6/17/16	200.00	01662500-52223	TRAINING	M THOMAS 6/7/16	
	<u>200.00</u>				
<b>MNJ TECHNOLOGIES DIRECT</b>					
HP COMPUTERS/MONITORS	4,466.43	01652800-54413	COMPUTER EQUIPMENT	3453944	
HP COMPUTERS/MONITORS	28,531.65	01652800-54413	COMPUTER EQUIPMENT	3454422	
HP QUICK RELEASE BRACKET-SMART BUY	328.80	01652800-54413	COMPUTER EQUIPMENT	3453943	
	<u>33,326.88</u>				
<b>NAPA AUTO CENTER</b>					
NEW MECHANIC TOOLS	99.00	01696200-53316	TOOLS	360896	
NEW MECHANIC TOOLS	122.01	01696200-53316	TOOLS	360965	
NEW MECHANIC TOOLS	2,490.25	01696200-53316	TOOLS	360813	
VARIOUS SUPPLIES	146.99	04201600-53316	TOOLS	11007487 5/31/16	
VARIOUS SUPPLIES	157.67	01696200-53317	OPERATING SUPPLIES	11007487 5/31/16	
VARIOUS SUPPLIES	1,847.00	01696200-54412	OTHER EQUIPMENT	11007487 5/31/16	
VARIOUS SUPPLIES	2,103.56	01696200-53354	PARTS PURCHASED	11007487 5/31/16	
	<u>6,966.48</u>				
<b>NICOR</b>					
CHARGER CT	84.72	04101500-53230	NATURAL GAS	86606011178 6/13/16	
	<u>84.72</u>				

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<b>NORTHEASTERN ILLINOIS PUBLIC SAFETY</b>					
SUPVR TRNG - OLSEN, PAULING 5/6/16	100.00	01690100-52223	TRAINING	15320	
SUPVR TRNG - OLSEN, PAULING 5/6/16	100.00	01670100-52223	TRAINING	15320	
TRNG PAULING, EVANS 6/3/16	50.00	04100100-52223	TRAINING	15385	
TRNG PAULING, EVANS 6/3/16	50.00	04200100-52223	TRAINING	15385	
TRNG PAULING, EVANS 6/3/16	100.00	01670100-52223	TRAINING	15385	
	<b>400.00</b>				
<b>PROSPAN MANUFACTURING CO INC</b>					
SHORING	2,229.80	04201600-53317	OPERATING SUPPLIES	1601077	
	<b>2,229.80</b>				
<b>R &amp; M PRINTING</b>					
SHIRTS FOR ADMIN STAFF	122.25	01590000-53317	OPERATING SUPPLIES	4489	
	<b>122.25</b>				
<b>REFUNDS MISC</b>					
OVER CHRG'D SENIOR RATE	12.00	01000000-42303	VEHICLE LICENSES	19791	
OVER PAYMENT ON SENIOR VEH STK	2.00	01000000-42303	VEHICLE LICENSES	19910	
OVR CHRG'D ON SENIOR RATE FOR VS	12.00	01000000-47602	OVER/SHORT	06550	
OVR CHRG'D SENIOR RATE ON VS	12.00	01000000-42303	VEHICLE LICENSES	#22287	
OVR CHRG'D VS PURCHASE 22900-22904	110.00	01000000-42303	VEHICLE LICENSES	TRK 32381-32383	
OVR CHRG'D VS SENIOR RATE	12.00	01000000-42303	VEHICLE LICENSES	6852	
REFUND FOR BASSETT CLASS 6/28/16	75.00	01000000-47407	MISCELLANEOUS REVENUE	REFUND BASSETT CLS	
REFUND ON OVR CHRG'D SENIOR VS	12.00	01000000-42303	VEHICLE LICENSES	06302	
VEHICLE SOLD AFTER PURCHASE	15.00	01000000-42303	VEHICLE LICENSES	16786	
	<b>262.00</b>				

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<b>REFUNDS PRESERVATION BONDS</b>					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	661 DANBURY	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	937 ROYAL GLEN	
DRIVEWAY/PATIO BOND REFUND	300.00	01-24302	ESCROW - GRADING	468 HUNTER	
PATIO/WALLS BOND REFUND	200.00	01-24302	ESCROW - GRADING	726 BUFFALO CIR	
	<u>1,100.00</u>				
<b>REFUNDS TAX STAMPS</b>					
TAX STAMP #27760 REFUND	708.00	01000000-41208	REAL ESTATE TRANSFER TAX	881 NIAGARA	
	<u>708.00</u>				
<b>RUEKERT &amp; MIELKE INC</b>					
OPER/MGMT PROGM EVALUATION	656.97	11740000-55488	STORMWATER UTILITIES	115230	
OPER/MGMT PROGM EVALUATION	656.98	04201600-54480	CONSTRUCTION	115230	
	<u>1,313.95</u>				
<b>RUSH TRUCK CENTERS</b>					
PARTS - GARAGE	17.53	01696200-53354	PARTS PURCHASED	3002917018	
PARTS - GARAGE	71.78	01696200-53354	PARTS PURCHASED	302983848	
PARTS - GARAGE	587.75	01696200-53354	PARTS PURCHASED	3002904071	
PARTS- GARAGE	54.58	01696200-53354	PARTS PURCHASED	3002931240	
WS ELECT WIPER MODULE	266.04	01696200-53354	PARTS PURCHASED	3002789001	
	<u>997.68</u>				
<b>SNAP ON INDUSTRIAL</b>					
NEW MECHANIC TOOL BOX	1,206.76	01696200-53316	TOOLS	ARV/29192158	
NEW MECHANIC TOOL BOX	1,340.48	01696200-53316	TOOLS	ARV/29190236	
	<u>2,547.24</u>				
<b>TM PRODUCTION SERVICES</b>					
SOUND/TECHNICAL SUPPORT TC CONCERT	800.00	01750000-52288	CONCERT SERIES	JUL 14TH CONCERT	
	<u>800.00</u>				

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<b>TRANSYSTEMS CORPORATION</b>					
KUHN RD BIKE PATH 5/14-6/10	2,493.77	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	05-2989623	
LIES RD BIKE PATH SRV FRM 5/14-6/10	9,458.21	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	05-2989628	
	<b>11,951.98</b>				
<b>TYCO INTEGRATED SECURITY LLC</b>					
FRM HOUSE ALRM 7/1 - 9/30	36.00	01590000-52230	TELEPHONE	26668863	
TWN CTR ALRM 7/01 - 09/30	36.00	01590000-52230	TELEPHONE	26668864	
	<b>72.00</b>				
<b>TYLER TECHNOLOGIES INC</b>					
A/R MODULE TRAINING 6/3/16	637.50	01612900-52255	SOFTWARE MAINTENANCE	045-164113	
CAL MTC 8/16 - 7/17	247.50	04203100-52255	SOFTWARE MAINTENANCE	045-163768	
CAL MTC 8/16 - 7/17	247.50	04103100-52255	SOFTWARE MAINTENANCE	045-163768	
CAL MTC 8/16 - 7/17	1,155.00	01612900-52255	SOFTWARE MAINTENANCE	045-163768	
EMPLOYEE SELF SERV 8/2016 -7/2017	165.38	04203100-52255	SOFTWARE MAINTENANCE	045-163767	
EMPLOYEE SELF SERV 8/2016 -7/2017	165.38	04103100-52255	SOFTWARE MAINTENANCE	045-163767	
EMPLOYEE SELF SERV 8/2016 -7/2017	2,976.74	01612900-52255	SOFTWARE MAINTENANCE	045-163767	
MUNIS ANNUAL SUPPORT AUG/16-JUL/17	6,326.50	04203100-52255	SOFTWARE MAINTENANCE	045-163769	
MUNIS ANNUAL SUPPORT AUG/16-JUL/17	6,326.50	04103100-52255	SOFTWARE MAINTENANCE	045-163769	
MUNIS ANNUAL SUPPORT AUG/16-JUL/17	24,781.96	01612900-52255	SOFTWARE MAINTENANCE	045-163769	
OSDBA SUPPORT 08/2016- 7/2017	1,403.81	04203100-52255	SOFTWARE MAINTENANCE	045-163928	
OSDBA SUPPORT 08/2016- 7/2017	1,403.81	04103100-52255	SOFTWARE MAINTENANCE	045-163928	
OSDBA SUPPORT 08/2016- 7/2017	6,551.12	01612900-52255	SOFTWARE MAINTENANCE	045-163928	
	<b>52,388.70</b>				
<b>U S POSTMASTER</b>					
POSTAGE 6/29/16 WATER BILLS	2,182.36	04103100-52229	POSTAGE	INV 1529 06/28/16	
POSTAGE 6/29/16 WATER BILLS	2,182.36	04203100-52229	POSTAGE	INV 1529 06/28/16	
	<b>4,364.72</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 5, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VERIZON WIRELESS</b>					
SERV FRM MAY 14 - JUNE 13 2016	18.94	01642100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	18.94	01662500-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	33.40	01643700-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	60.77	01610100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	60.77	01690100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	79.71	01680000-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	98.78	01600000-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	98.78	04200100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	117.59	04201600-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	123.77	01662300-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	218.36	04101500-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	226.92	01590000-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	230.34	01652800-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	303.85	01662400-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	341.73	01620100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	364.62	01664700-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	409.51	01670100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	468.03	01660100-52230	TELEPHONE	9767069512	
SERV FRM MAY 14 - JUNE 13 2016	2,074.01	01662700-52230	TELEPHONE	9767069512	
	<b>5,348.82</b>				
<b>WHEATON BANK AND TRUST</b>					
WHEATON BANK FEES JUNE	352.22	04103100-52256	BANKING SERVICES	7509063 6/15/16	
WHEATON BANK FEES JUNE	352.22	04203100-52256	BANKING SERVICES	7509063 6/15/16	
WHEATON BANK FEES JUNE	1,093.72	01610100-52256	BANKING SERVICES	7509063 6/15/16	
	<b>1,798.16</b>				
<b>XEROX CAPITAL SERVICES LLC</b>					
WCP7775 PHOTOCOPIER LEASE BUYOUT	7,014.80	01590000-52231	COPY EXPENSE	BY7762024	
	<b>7,014.80</b>				

Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 5, 2016

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GRAND TOTAL</b>	<b><u><u>\$762,887.02</u></u></b>				

The preceding list of bills payable totaling \$762,887.02 was reviewed and approved for payment.

Approved by:

  
\_\_\_\_\_  
Joseph Breinig - Village Manager

Date:

  
\_\_\_\_\_

Authorized by:

\_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Laura Czarnecki- Village Clerk

AGENDA ITEM  
2-2 7-18-16

**ADDENDUM WARRANTS**  
**June 21, 2016 thru July 5, 2016**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll June 6, 2016 thru June 19, 2016	495,162.40
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 6, 2016 thru June 19, 2016	<u>42,192.43</u>
				<u><u>537,354.83</u></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Laura Czarnecki - Village Clerk

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 18, 2016**

**AGENDA ITEM**  
L-3 7-18-16

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>1ST AYD CORPORATION</b>					
DOUBLE CHRGR REFUND	-539.00	01696200-53354	PARTS PURCHASED	PSI47924CR	
DUPLICATE CHARGE	539.00	01696200-53354	PARTS PURCHASED	PSI47924-1	
GREASE, GLOVES, PADS	539.00	01696200-53354	PARTS PURCHASED	PSI47924	
	<u>539.00</u>				
<b>AT &amp; T</b>					
PWKS FAX LINE	9.15	01652800-52230	TELEPHONE	0515689283001 7/1/16	
	<u>9.15</u>				
<b>AMAZON.COM</b>					
BROOM HANDLES	32.34	01696200-53317	OPERATING SUPPLIES	5072223	
C BATTERIES	48.76	01662700-53317	OPERATING SUPPLIES	2135469	
CABLES/RESCUE BLANKET	37.96	01662700-53317	OPERATING SUPPLIES	6157012	
CENTER CAP	24.80	01696200-53354	PARTS PURCHASED	2907414	
CREDIT CARD RECEIPT TAPE	51.99	01612900-53317	OPERATING SUPPLIES	4442635	
EQUIPMENT BAG	21.52	01662700-53317	OPERATING SUPPLIES	5177807	
EYE WASH STATION	18.98	01696200-52244	MAINTENANCE & REPAIR	2912241	
FIRST AID TAPE	34.76	01662700-53317	OPERATING SUPPLIES	3097826	
FRAME	27.73	01662700-53317	OPERATING SUPPLIES	0205012	
GLOVES	171.60	01670100-53324	UNIFORMS	1841033	
GLOVES	171.60	04200100-53324	UNIFORMS	1841033	
HNR GRD PIN LARSEN	7.95	01662700-53324	UNIFORMS	5957008	
HYD SPREADER COUPLER	150.03	01696200-53316	TOOLS	9450620	
MICROFIBER CLOTHS	30.77	01662751-52212	AUTO MAINTENANCE & REPAIR	0870631	
RESCUE BLANKETS	19.98	01662700-53317	OPERATING SUPPLIES	5009014	
SHOP TOWELS	24.97	01662751-52212	AUTO MAINTENANCE & REPAIR	8249015	
SQUEEGEE, BROOM HEAD	66.61	01696200-53317	OPERATING SUPPLIES	8260266	
TOOLS	78.65	01696200-53316	TOOLS	1526626	
USB HUBS	169.90	01662700-53317	OPERATING SUPPLIES	1958617	
WELDING BLANKET	280.71	01696200-53317	OPERATING SUPPLIES	3178642	
WHEEL SIMULATORS	58.90	01696200-53354	PARTS PURCHASED	0414629	

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
	<u>1,530.51</u>				
<b>AMERICAN FIRST AID</b>					
PWKS 1ST AID SUPPL JUNE	22.30	01670100-53317	OPERATING SUPPLIES	38021	
	<u>22.30</u>				
<b>AMERICAN LEGAL PUBLISHING CORP</b>					
CODIFICATION - JUNE	231.00	01580000-52253	CONSULTANT	0111201	
	<u>231.00</u>				
<b>AMERICAN MESSAGING</b>					
SSU PAGERS-JUNE	26.45	01662500-52243	PAGING	U1113407QF	
	<u>26.45</u>				
<b>AMERICAN PUBLIC WORKS ASSOCIATION</b>					
JOB POSTING STRM WTR ADM	295.00	01600000-52228	PERSONNEL HIRING	10699	
	<u>295.00</u>				
<b>APPLIED ECOLOGICAL SERVICES INC</b>					
MOWING POLLINATOR SITES	900.00	01670400-52272	PROPERTY MAINTENANCE	32996	
	<u>900.00</u>				
<b>ARENDS HOGAN WALKER LLC</b>					
BOLT, GASKET	149.17	01696200-53354	PARTS PURCHASED	1251705	
CABLE	43.78	01696200-53354	PARTS PURCHASED	1251670	
SPINDLE	461.41	01696200-53354	PARTS PURCHASED	1256815	
	<u>654.36</u>				
<b>BEARY LANDSCAPING</b>					
2ND INSTALLMENT OF LANDSCAPE MTC	15,825.43	01670400-52272	PROPERTY MAINTENANCE	25846	
	<u>15,825.43</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>BHFX DIGITAL IMAGING</b>					
INK & PAPER	485.37	01620100-53317	OPERATING SUPPLIES	237907	
	<u>485.37</u>				
<b>BLOOMING COLOR OF ST CHARLES</b>					
PROPERTY MTC NOTICE	334.82	01642100-53315	PRINTED MATERIALS	206473	
	<u>334.82</u>				
<b>BRACING SYSTEMS</b>					
BOLT CUTTER/HIT TOOL	69.95	01670400-53316	TOOLS	279819-1	
BRUSH/BLADE/BRICKBAG	178.58	01670300-53344	STREET SIGNS	279818-1	
CONCRETE PATCH	42.95	01670500-53317	OPERATING SUPPLIES	279664-1	
FRM HS CLN UP GLOVES	13.08	01680000-53319	MAINTENANCE SUPPLIES	280183-1	
WHEEL BARROW ASSEMBLY	185.00	01670500-53317	OPERATING SUPPLIES	280307-1	
	<u>489.56</u>				
<b>CAPUTO'S NEW FARM PRODUCE- CAROL STREAM INC</b>					
NOTE PAYMENT #2 6/30/16	30,213.26	22490000-56491	LOAN INTEREST	#2 6/30/16	
	<u>30,213.26</u>				
<b>CAROL STREAM LAWN &amp; POWER</b>					
ARBORIST HELMET	71.96	01670700-53317	OPERATING SUPPLIES	379098	
DRIVE TUBE ASSEMBLY	51.22	01696200-53354	PARTS PURCHASED	379126	
GASKETS/TUBE LINER	90.67	01696200-53354	PARTS PURCHASED	379098	
	<u>213.85</u>				
<b>CAROL STREAM PARK DISTRICT</b>					
PARK DIST PAVING AT ARMSTRONG WELL	2,241.12	04201600-52286	PAVEMENT RESTORATION	106	
	<u>2,241.12</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CARQUEST AUTO PARTS</b>					
BATTERY	129.87	01696200-53354	PARTS PURCHASED	2420-365805	
BEARING	11.75	01696200-53354	PARTS PURCHASED	2420-366426	
CLIPS	19.77	04201600-53317	OPERATING SUPPLIES	2420-367306	
CONTROL ARM	239.68	01696200-53354	PARTS PURCHASED	2420-366591	
CORE RETURN	-20.00	01696200-53354	PARTS PURCHASED	2420-366343	
FUSE	2.79	01696200-53317	OPERATING SUPPLIES	2420-366661	
GLOVE	14.95	01696200-53317	OPERATING SUPPLIES	2420-365405	
GLOVE	29.02	04201600-53317	OPERATING SUPPLIES	2420-366749	
GRAB HOOK	31.12	01696200-53354	PARTS PURCHASED	2420-366338	
HOSE CLAMPS	17.46	01696200-53317	OPERATING SUPPLIES	2420-366486	
HYD FITTING	2.20	01696200-53354	PARTS PURCHASED	2420-365987	
V-BELT	48.17	01696200-53354	PARTS PURCHASED	2420-366279	
	<b>526.78</b>				
<b>CARSON PIRIE SCOTT</b>					
R MARMOLEJO SHORTS	194.97	01670100-53324	UNIFORMS	2728	
	<b>194.97</b>				
<b>CELLEBRITE USA INC</b>					
ROE TRNG 8/1-8/5	3,850.00	01664700-52223	TRAINING	INVUS171733	
TRNG - D DUNTEMAN 8/2016	3,850.00	01664700-52223	TRAINING	1313854961721172	
	<b>7,700.00</b>				
<b>CH2MHILL OMI</b>					
WRC OPER/MTC FOR AUGUST/2016	136,667.75	04101100-52262	WRC CONTRACT	63697	
	<b>136,667.75</b>				
<b>CHOICE OFFICE EQUIPMENT AND SUPPLIES INC</b>					
WRC COPR 6/15-4/16	99.60	04101100-52231	COPY EXPENSE	33481	
	<b>99.60</b>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CHRISTOPHER B BURKE ENGR LTD</b>					
PROF SRV'S 5/29 -6/25 KAMI DONUTS	1,806.00	01620600-52253	CONSULTANT	130099	
PROF SRV'S 5/29 -6/25 MISSNER GROUP	274.50	01620600-52253	CONSULTANT	130102	
PROF SRV'S 5/29 -6/25 ORGANIC SOILS	1,398.00	01620600-52253	CONSULTANT	130101	
PROF SRV'S 5/29 -6/25 S&S INTN'L	1,311.50	01620600-52253	CONSULTANT	130100	
	<u>4,790.00</u>				
<b>CLARK BAIRD SMITH LLP</b>					
LABOR COUNSEL - JUNE	893.75	01570000-52238	LEGAL FEES	7387	
	<u>893.75</u>				
<b>CLARKE ENVIROMENTAL MOSQUITO MGMNT</b>					
MOSQUITO ABATEMENT AUGUST	8,325.00	01670100-52269	MOSQUITO ABATEMENT	6357257	
	<u>8,325.00</u>				
<b>COMCAST CABLE</b>					
05/11 THRU 06/10 FEE	66.95	01664700-53330	INVESTIGATION FUND	2021188491	
INTERNET SRV - JULY/2016	214.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 6/20/16	
	<u>281.85</u>				
<b>COMED</b>					
100 DELLA CT	13.56	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 7/11/16	
110 E ST CHARLES RD	30.78	01670600-53210	ELECTRICITY	6827721000 7/8/16	
	<u>44.34</u>				
<b>CREATIVE PRODUCT SOURCING INC - DARE</b>					
DARE SUPPLIES	123.71	01664765-53325	COMMUNITY RELATIONS	92339	
DARE SUPPLIES	388.35	01664765-53325	COMMUNITY RELATIONS	91629	
DARE SUPPLIES	500.00	01664765-53325	COMMUNITY RELATIONS	94977	
	<u>1,012.06</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CROWN TROPHY #116</b>					
DARE PLAQUE	106.40	01664765-53325	COMMUNITY RELATIONS	12467	
	<u>106.40</u>				
<b>DICKS SPORTING GOODS</b>					
WADERS FOR WATER	249.97	01670600-53317	OPERATING SUPPLIES	2263	
	<u>249.97</u>				
<b>DISCOVERY BENEFITS</b>					
FLEX ADMIN - JUNE	225.00	01600000-52273	EMPLOYEE SERVICES	658758-IN	
	<u>225.00</u>				
<b>DU COMM</b>					
DISPATCH SRV'S QTR END 10/31/16	171,719.00	01662700-52245	GENERAL COMMUNICATIONS	15799	
	<u>171,719.00</u>				
<b>DUPAGE CHRYSLER DODGE JEEP</b>					
BALL JOINT	130.90	01696200-53354	PARTS PURCHASED	56526	
DIGNOSTIC LABOR CHG	124.50	01696200-53353	OUTSOURCING SERVICES	120249	
	<u>255.40</u>				
<b>DUPAGE COUNTY</b>					
CJIS ACCESS - QTR END 6/30/16	750.00	01662600-52247	DATA PROCESSING	IA 192	
	<u>750.00</u>				
<b>ECN INTERMEDIATE HOLDING COMPANY INC</b>					
CODE RED MSG JUNE 21ST	90.00	01660100-52234	DUES & SUBSCRIPTIONS	ECN-023804	
	<u>90.00</u>				
<b>ELINEUP LLC</b>					
MTC 1/6/2016 - 1/6/2017	600.00	01662400-52255	SOFTWARE MAINTENANCE	201	
	<u>600.00</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>EXAMINER PUBLICATIONS INC</b>					
AD FOR BIKE AUCTION	54.00	01662400-53317	OPERATING SUPPLIES	37740	
	<u>54.00</u>				
<b>FEDEX</b>					
BOLTS DELIVERY	162.90	04201600-53317	OPERATING SUPPLIES	3738246960	
	<u>162.90</u>				
<b>FIRESTONE COMPLETE AUTO CARE</b>					
ALIGNMENT SERVICE	50.00	01696200-53353	OUTSOURCING SERVICES	040885	
ALIGNMENT SERVICE	50.00	01696200-53353	OUTSOURCING SERVICES	041086	
	<u>100.00</u>				
<b>FLOOD BROTHERS DISPOSAL</b>					
YARD WASTE STICKERS	10,750.00	01-14120	YARD WASTE STICKERS	3583446	
	<u>10,750.00</u>				
<b>FORTINET</b>					
SPM FILTR 6/2016 - 6/2017	471.75	01652800-52255	SOFTWARE MAINTENANCE	OLN030868	
	<u>471.75</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GALLS</b>					
BOSHART	244.40	01662700-53324	UNIFORMS	5434094	
BULLERI	81.72	01662700-53324	UNIFORMS	5363053	
BULLERI	152.82	01662700-53324	UNIFORMS	5360202	
C CADLE	112.86	01662700-53324	UNIFORMS	5379732	
C CADLE	115.00	01662700-53324	UNIFORMS	5431316	
C CADLE	175.23	01662700-53324	UNIFORMS	5394065	
CUMMINGS	55.93	01664700-53324	UNIFORMS	5429554	
CUMMINGS	176.63	01662700-53324	UNIFORMS	5363422	
FRY	95.63	01662700-53324	UNIFORMS	5430428	
HARKER	329.97	01662700-53324	UNIFORMS	5345439	
HECK	139.60	01662700-53324	UNIFORMS	5353718	
IBARRIENTOS	98.18	01662700-53324	UNIFORMS	5430431	
IBARRIENTOS	100.97	01662700-53324	UNIFORMS	5371374	
KONIOR	132.62	01662600-53324	UNIFORMS	5433352	
LED TRAFFIC BATONS	165.10	01662700-53317	OPERATING SUPPLIES	005444357	
POPE	65.75	01662700-53324	UNIFORMS	5387687	
RUDELICH	60.44	01664700-53324	UNIFORMS	5394794	
VEST LARSEN	765.40	01662700-53324	UNIFORMS	005460893	
ZOCHERT	137.53	01662700-53324	UNIFORMS	5366557	
	<b>3,205.78</b>				
<b>GAS DEPOT</b>					
UNLEADED FUEL	8,305.05	01696200-53356	GAS PURCHASED	30886	
	<b>8,305.05</b>				
<b>GEN POWER</b>					
MOBILE BLEACHER	395.00	01662300-53317	OPERATING SUPPLIES	RSA0017461	
	<b>395.00</b>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GOVTEMPSUSA LLC</b>					
OFFICE MGR 6/26/16	1,419.20	01590000-52253	CONSULTANT	2013782	
OFFICE MGR 7/3/16	1,419.20	01590000-52253	CONSULTANT	2013783	
PROP INSP 6/26/16	700.00	01642100-52253	CONSULTANT	2013780	
PROP INSP 7/3/16	700.00	01642100-52253	CONSULTANT	2013781	
	<b>4,238.40</b>				
<b>GRAINGER</b>					
ELECT/SAFETY CLOTHES	379.00	04101500-53317	OPERATING SUPPLIES	9126244616	
ELECT/SAFETY CLOTHES	379.00	04201600-53317	OPERATING SUPPLIES	9126244616	
ELECTRICGLOVEKIT	398.62	04201600-53317	OPERATING SUPPLIES	9127897990	
GLOVE INFLATOR KIT	398.63	04101500-53317	OPERATING SUPPLIES	9127897990	
	<b>1,555.25</b>				
<b>HAWS CORPORATION</b>					
TC FOUNTAIN PARTS	168.69	01680000-52219	TC MAINTENANCE	SO-1642725	
	<b>168.69</b>				
<b>HD SUPPLY WATERWORKS LTD</b>					
FITTING TO HYDRANT	2,850.00	04201600-53317	OPERATING SUPPLIES	F564039	
HYDRANT EXT	624.81	04201600-53317	OPERATING SUPPLIES	F579054	
RISER SUPPLIES	143.75	01670600-53317	OPERATING SUPPLIES	F698622	
	<b>3,618.56</b>				
<b>HENDERSON TRUCK EQUIPMENT</b>					
CAMERA COLOR MONITOR	151.00	01696200-53354	PARTS PURCHASED	S4-10322	
REPLMNT COLOR MONITOR	151.00	01696200-53354	PARTS PURCHASED	S4-10342	
	<b>302.00</b>				

**Village of Carol Stream  
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<b>HOME DEPOT</b>					
BEAVER FENCING	166.75	01670600-53317	OPERATING SUPPLIES	55984	
COOLER	21.97	04201600-53317	OPERATING SUPPLIES	66136	
EYE BOLT & LOCK NUT	8.33	01670700-53316	TOOLS	34957	
FIRE EXTINGUISHERS	144.03	01662700-53317	OPERATING SUPPLIES	1943/2/38766	
GRASS SEED, FITTINGS	53.34	01670600-53317	OPERATING SUPPLIES	43493	
HOSE NOZZLE	7.97	01670400-53317	OPERATING SUPPLIES	0258418	
MONDO BOARD MATERIAL	6.31	01670400-53317	OPERATING SUPPLIES	25971	
POWER STRIP	34.87	01662400-53317	OPERATING SUPPLIES	31086	
SCREWS	9.20	01696200-53317	OPERATING SUPPLIES	47825	
TOOLS	29.52	04101500-53317	OPERATING SUPPLIES	09231	
TOOLS, CLEANING SUPPLIES	42.41	04201600-53317	OPERATING SUPPLIES	53104	
UTILITY HOOKS	35.70	01670400-54412	OTHER EQUIPMENT	0253989	
VARIOUS SUPPLIES	94.60	01696200-53317	OPERATING SUPPLIES	42271	
	<u>655.00</u>				
<b>HOVING CLEAN SWEEP LLC</b>					
2ND INV FOR STREET SWEEPING	8,560.72	01670600-52272	PROPERTY MAINTENANCE	11507	
	<u>8,560.72</u>				
<b>I D O T (IL STATE TREASURER)</b>					
FAIR OAKS RD/ST CHARLES CONST	22,354.04	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	109861	
	<u>22,354.04</u>				
<b>I G F O A</b>					
REGIS UTILITY SEMINAR 6/16/16	85.00	01612900-52223	TRAINING	WYDRA 6/20	
UNUTILITY SEMINAR 6/16/16	95.00	01612900-52223	TRAINING	C BATTAGLIA	
UTILITY SEMINAR 6/16/16	95.00	01612900-52223	TRAINING	P MOFFETT	
	<u>275.00</u>				

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<b>I R M A</b>					
JUNE DEDUCTIBLE	2,153.06	01590000-52215	INSURANCE DEDUCTIBLES	15279	
OPTIONAL DEDUCTIBLE JUNE	11,393.43	01590000-52215	INSURANCE DEDUCTIBLES	15325	
	<u>13,546.49</u>				
<b>IEPA</b>					
NPDES IL R40 MS4 ANNUAL PERMIT FEE	1,000.00	01620600-52272	PROPERTY MAINTENANCE	FIRST NOTICE	
	<u>1,000.00</u>				
<b>ILLINOIS CITY /COUNTY MANANGEMENT ASSN</b>					
IAMMA MEMBERSHIP	225.25	01590000-52234	DUES & SUBSCRIPTIONS	3961	
	<u>225.25</u>				
<b>ILLINOIS CITY COUNTY MANAGEMENT ASSN</b>					
ICMA MEMBERSHIP	1,176.00	01590000-52234	DUES & SUBSCRIPTIONS	AQ1AD5174C83	
MGMT ANALYST DUES	113.00	01670100-52234	DUES & SUBSCRIPTIONS	4138	
	<u>1,289.00</u>				
<b>ILLINOIS POWER MARKETING</b>					
300 BENNETT DR - LIGHTS	1,683.89	01670300-53213	STREET LIGHT ELECTRICITY	105438416061 7/1/16	
	<u>1,683.89</u>				
<b>ILLINOIS SECTION A W W A</b>					
ADJUST TRNG 4/5/16	16.00	04101500-52223	TRAINING	200022158-1	
ADJUST TRNG RATE 5/17/16	18.00	04101500-52223	TRAINING	200023198-1	
B EVANS WATER CLS 9/21 -11/09 2016	580.00	04201600-52223	TRAINING	200023582	
BOOKS4LISCENSECLASS	290.00	04200100-52223	TRAINING	200023582	
JLARSON/ADJUST4RATE	18.00	04201600-52223	TRAINING	200023198-1	
MTIJERNA/ADUST4RATE	16.00	04201600-52223	TRAINING	200022158-1	
	<u>938.00</u>				

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<b>ILLINOIS STATE POLICE ACADEMY</b>					
ISP ACADEMY FEE JULY 10 - SEPT 29	3,233.12	01662700-52223	TRAINING	RINEHART/CONNOR	
	<u>3,233.12</u>				

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<b>INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE</b>					
JULY 2016 INSURANCE	348.16	01641800-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	374.53	01621300-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	487.50	01643600-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	560.82	01670700-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	633.21	01621900-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	654.56	01623100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	735.88	01640100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	822.56	04201400-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	842.21	01641700-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	948.28	04103100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,121.64	04100100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,121.64	04101500-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,308.61	01670500-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,422.59	04203100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,495.58	01670200-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,510.63	01610100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,611.86	01620600-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,617.47	01622200-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,682.46	01670600-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,713.68	01680000-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,944.20	01670300-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	1,963.00	01613000-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	2,129.81	01642100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	2,336.85	01690100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	2,374.96	01620100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	3,042.36	01662500-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	3,271.52	01696200-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	3,495.83	01670400-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	3,572.73	01590000-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	4,127.00	01612900-51111	GROUP INSURANCE	07012016	

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JULY 2016 INSURANCE	4,232.39	04200100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	4,243.62	04201600-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	4,416.30	01643700-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	4,682.05	01662300-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	4,685.00	01652800-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	7,563.80	01662600-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	8,836.00	01662400-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	9,717.94	01664700-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	9,750.94	01670100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	15,833.58	01660100-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	37,481.09	01600000-51111	GROUP INSURANCE	07012016	
JULY 2016 INSURANCE	50,431.08	01662700-51111	GROUP INSURANCE	07012016	
	<b>211,145.92</b>				
<b>INTERNET PURCHASE MASTERCARD</b>					
CABLE FOR COMPUTER	16.10	01662400-53317	OPERATING SUPPLIES	139396971	
CLOTH ALLOW - LALLY	89.99	01662400-53324	UNIFORMS	Y104553261	
CLOTH ALLOW - LALLY	246.18	01662400-53324	UNIFORMS	9310	
FRAMES	71.09	01640100-53314	OFFICE SUPPLIES	US361679	
	<b>423.36</b>				
<b>ITRON INC</b>					
MTC QTR END 10/31/16	607.70	04103100-52221	UTILITY BILL PROCESSING	418796	
MTC QTR END 10/31/16	607.71	04203100-52221	UTILITY BILL PROCESSING	418796	
	<b>1,215.41</b>				
<b>J G UNIFORMS INC</b>					
BUCHOLZ	153.00	01662700-53324	UNIFORMS	1742	
PLUMB	172.50	01662700-53324	UNIFORMS	1739	
	<b>325.50</b>				

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<b>JEWEL-OSCO</b>					
CFMH REFRESHMENTS	33.33	01664700-52222	MEETINGS	40/5/3246	
LUNCHEON SUPPLIES	25.40	01600000-52242	EMPLOYEE RECOGNITION	71/105/10	
TAX CREDIT	-0.44	01600000-52242	EMPLOYEE RECOGNITION	156/320/82	
	<u>58.29</u>				
<b>JOE COTTON FORD</b>					
SEAL,COVER,SNAP RING	43.68	01696200-53354	PARTS PURCHASED	324194	
	<u>43.68</u>				
<b>JOHN L FIOTI</b>					
LOCAL PROSECUTION -JUNE	225.00	01570000-52238	LEGAL FEES	C S 91	
LOCAL PROSECUTION -JUNE	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 91	
	<u>450.00</u>				
<b>KAMMES AUTO &amp; TRUCK REPAIR INC</b>					
STATE INSPECTION 5/25/16	30.00	01696200-53353	OUTSOURCING SERVICES	120101	
	<u>30.00</u>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL - JUNE/2016	205.00	22490000-52238	LEGAL FEES	183523 07/07/16	
GENERAL COUNSEL - JUNE/2016	348.50	11740000-52238	LEGAL FEES	183523 07/07/16	
GENERAL COUNSEL - JUNE/2016	533.00	04100100-52238	LEGAL FEES	183523 07/07/16	
GENERAL COUNSEL - JUNE/2016	1,824.50	11740000-55490	VILLAGE HALL RENOVATION	183523 07/07/16	
GENERAL COUNSEL - JUNE/2016	8,598.45	01570000-52238	LEGAL FEES	183523 07/07/16	
	<u>11,509.45</u>				

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<b>KOHL'S</b>					
CLOTH ALLOW - ROE	-49.98	01662400-53324	UNIFORMS	CREDIT-RTN	
CLOTH ALLOW - ROE	74.96	01662400-53324	UNIFORMS	73/1/6430	
CLOTH ALLOW-T EBY	76.37	01664700-53324	UNIFORMS	177/27/4304	
SHORTS - JOSH L	49.98	04200100-53324	UNIFORMS	65/0029/2189	
SHORTS - MARTY Z	74.97	04200100-53324	UNIFORMS	65/0029/2188	
	<u>226.30</u>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
LOCAL PROSC MAY/16	2,250.00	01570000-52312	PROSECUTION DUI	05312016LEGL	
LOCAL PROSC MAY/16	2,750.00	01570000-52235	LEGAL FEES-PROSECUTION	05312016LEGL	
LOCAL PROSC MAY/16	5,250.00	01570000-52312	PROSECUTION DUI	05312016LEGL	
	<u>10,250.00</u>				
<b>LEXISNEXIS</b>					
MAY 2016 FEE	185.76	01662400-53330	INVESTIGATION FUND	20160531	
	<u>185.76</u>				
<b>LH BLOCK ELECTRIC COMPANY INC</b>					
ELECTRICAL WRK TC	400.00	01680000-52219	TC MAINTENANCE	9313	
	<u>400.00</u>				
<b>LIVE VIEW GPS INC</b>					
MONTHLY FEE-JUNE	79.90	01664700-53330	INVESTIGATION FUND	262303	
	<u>79.90</u>				

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<b>LOWE'S HOME CENTERS</b>					
BRUSH-FRM HS PORCH	11.92	01680000-53319	MAINTENANCE SUPPLIES	9925557	
FIRE EXT/CHAULK TC	18.75	01680000-52219	TC MAINTENANCE	9870276	
FIRE EXT/CHAULK TC	37.97	01680000-53319	MAINTENANCE SUPPLIES	9870276	
MONDO BOARD BRACKET	27.80	01670400-53317	OPERATING SUPPLIES	9566860	
SMALL EQUIPMENT	119.00	01670400-53350	SMALL EQUIPMENT EXPENSE	19236950	
SPLICER/ REDUCER	5.49	01670300-53316	TOOLS	8481816	
TOWELS 4 WATER	21.96	04201600-53317	OPERATING SUPPLIES	9566860	
WIRE BRUSH	22.78	01670500-53316	TOOLS	2792903	
WIRE FOR BANNERS	3.96	01680000-52219	TC MAINTENANCE	2840578	
	<b>269.63</b>				
<b>LYNN PEAVEY COMPANY</b>					
EVIDENCE PACKAGING	147.75	01662400-53317	OPERATING SUPPLIES	319277	
	<b>147.75</b>				
<b>MACNEIL AUTOMOTIVE PRODUCTS</b>					
DETECTIVES PATHFINDER	110.45	01662400-53317	OPERATING SUPPLIES	707137446(2)	
PATROL DURANGO	110.45	01662700-53317	OPERATING SUPPLIES	707137446(2)	
TRAFFIC DURANGO	110.45	01662300-53317	OPERATING SUPPLIES	707137446(2)	
	<b>331.35</b>				
<b>MAILFINANCE</b>					
SRV FRM MAY -AUG 2016	1,047.00	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	5873102	
	<b>1,047.00</b>				
<b>MNJ TECHNOLOGIES DIRECT</b>					
POINTER LASER CD	43.25	01652800-53317	OPERATING SUPPLIES	0003467400	
VPN WIRELESS SOFTWARE FOR MDT	11,905.53	01652800-52255	SOFTWARE MAINTENANCE	3463251	
	<b>11,948.78</b>				

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<b>MONROE TRUCK EQUIPMENT</b>					
BEARINGS, SEALS	66.98	01696200-53354	PARTS PURCHASED	312893	
	<u>66.98</u>				
<b>MR SITCO</b>					
METER READINGS - JUNE/2016	1,774.08	04103100-52221	UTILITY BILL PROCESSING	2016015	
METER READINGS - JUNE/2016	1,774.08	04203100-52221	UTILITY BILL PROCESSING	2016015	
	<u>3,548.16</u>				
<b>MULTI PRINTING SOLUTIONS</b>					
TOW REPORTS	842.77	01662600-53315	PRINTED MATERIALS	0257797	
	<u>842.77</u>				
<b>N E M R T</b>					
6 OFFICERS TRNG 5/4 -5/5	300.00	01662700-52223	TRAINING	207507	
BABOR 4/7-8	325.00	01662700-52223	TRAINING	206142	
BABOR, FRY, 5/5- 5/6 TRNG	200.00	01662700-52223	TRAINING	207362	
CLUEVER 4/25	75.00	01662700-52223	TRAINING	207086	
CLUEVER 4/7-8	325.00	01662700-52223	TRAINING	206142	
GREY 5/4-5/5	300.00	01664700-52223	TRAINING	207507	
KEALLY 5/4-5/5	300.00	01662700-52223	TRAINING	207507	
LALLY 5/4-5/5	300.00	01662400-52223	TRAINING	207507	
LOPEZ/CLUEVER/BABOR TRNG 4/7-4/8	325.00	01662700-52223	TRAINING	206142	
LUCAS TRNG 4/5-6	300.00	01662700-52223	TRAINING	205837	
OKACJETT 5/4-5/5	300.00	01662700-52223	TRAINING	207507	
POPE/LUCAS TRNG 4/5-4/6	300.00	01662700-52223	TRAINING	205837	
SCHNEIDER 4/5-4/7	50.00	01662700-52223	TRAINING	205795	
SCHNEIDER/CLUEVER TRNG 4/25	75.00	01662700-52223	TRAINING	207086	
ZAKERSKI 5/4-5	300.00	01662700-52223	TRAINING	207507	
	<u>3,775.00</u>				

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<b>NATIONAL ENGRAVERS</b>					
BRASS NAME PLATES	72.00	01680000-53319	MAINTENANCE SUPPLIES	50649	
PLAQUE PAGLIA RETIREMENT	95.00	01600000-53315	PRINTED MATERIALS	52093	
	<u>167.00</u>				
<b>NEW INVADERS</b>					
SUMMER IN CTR CONCERT	1,400.00	01750000-52288	CONCERT SERIES	JULY 28 CONCERT	
	<u>1,400.00</u>				
<b>NICOR</b>					
TUBEWAY DR	25.19	04101500-53230	NATURAL GAS	14309470202 6/27/16	
WELL #4	23.87	04201600-53230	NATURAL GAS	13811210007 7/8/16	
	<u>49.06</u>				
<b>NMI</b>					
CC GATEWAY FEES JUNE 2016	76.40	01610100-52256	BANKING SERVICES	256720871	
CC GATEWAY FEES JUNE/2016	73.30	04103100-52221	UTILITY BILL PROCESSING	256747693	
CC GATEWAY FEES JUNE/2016	73.30	04203100-52221	UTILITY BILL PROCESSING	256747693	
	<u>223.00</u>				
<b>NORTHERN TOOL &amp; EQUIPMENT</b>					
RETURN	-118.72	01696200-53354	PARTS PURCHASED	35603083	
RETURN	-52.30	01696200-53354	PARTS PURCHASED	35603084	
	<u>-171.02</u>				
<b>NORTHWEST POLICE ACADEMY</b>					
HOFFMAN, JUNGERS, DEGNAN & ZOCHERT	100.00	01660100-52223	TRAINING	5/12/16 TRNG	
	<u>100.00</u>				

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<b>OFFICE DEPOT</b>					
CREDIT FOR PROJECTOR	-20.92	01664700-53350	SMALL EQUIPMENT EXPENSE	838152052	
MISC. SUPPLIES	100.30	01590000-53314	OFFICE SUPPLIES	844617608001	
OFFICE SUPPLIES	83.51	01620100-53314	OFFICE SUPPLIES	845549579001	
SD CARD	8.45	01670100-53314	OFFICE SUPPLIES	845412404001	
TONER	169.98	04200100-53314	OFFICE SUPPLIES	845412307001	
VARIOUS SUPPLIES	108.62	01690100-53314	OFFICE SUPPLIES	845412403001	
	<u>449.94</u>				
<b>OPTICS PLANET INC</b>					
RIFLE PARTS	163.96	01662700-53317	OPERATING SUPPLIES	7481935	
	<u>163.96</u>				
<b>PAHCS II</b>					
POST OFFCR MEDICAL & RANDOM DRUG TESTS	355.20	01600000-52225	EMPLOYMENT PHYSICALS	186082	
POST OFFCR MEDICAL & RANDOM DRUG TESTS	1,786.96	01510000-52228	PERSONNEL HIRING	186082	
POST OFFER STRESS TEST- POLICE OFFCR	1,536.00	01510000-52228	PERSONNEL HIRING	186342	
	<u>3,678.16</u>				
<b>PAT MCDONALD</b>					
RETIREMENT PICTURE	75.00	01660100-53317	OPERATING SUPPLIES	DAN HOFFMAN	
	<u>75.00</u>				
<b>PETTY CASH</b>					
PETTY CASH REIMBURSEMENTS THRU JULY	806.95	01-10307	PETTY CASH	JULY REIMB'S	
	<u>806.95</u>				
<b>PILOT STORE</b>					
ROAD SIDE SAFETY CHECK	76.93	01662300-53317	OPERATING SUPPLIES	028539	
	<u>76.93</u>				

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<b>PLOTE CONSTRUCTION INC</b>					
2016 FLEXIBLE PAVEMENT EST #5A	-4,614.92	11-21112	RETAINAGE - PLOTE	160050.05A	
2016 FLEXIBLE PAVEMENT EST #5A	92,298.37	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	160050.05A	
2016 FLEXIBLE PAVEMENT EST #5B	-15,632.85	11-21112	RETAINAGE - PLOTE	160050.05B	
2016 FLEXIBLE PAVEMENT EST #5B	312,657.07	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	160050.05B	
	<b>384,707.67</b>				
<b>POMPS TIRE SERVICE</b>					
TIRES	102.65	01696200-53354	PARTS PURCHASED	410381207	
TIRES	526.20	01696200-53354	PARTS PURCHASED	410377687	
	<b>628.85</b>				
<b>PRO SAFETY INC</b>					
HIP BOOT	150.00	04200100-53324	UNIFORMS	2/822480	
	<b>150.00</b>				
<b>R &amp; M SPECIALTIES LTD</b>					
POLO SHIRTS - STREETS	47.00	01670100-53324	UNIFORMS	63462	
	<b>47.00</b>				
<b>R EQUIPMENT CO. LLC</b>					
PULLEY	32.95	01696200-53354	PARTS PURCHASED	03-66868	
	<b>32.95</b>				
<b>RANDALL INDUSTRIES</b>					
SKYJACK MINI SCISSOR	260.50	01670400-52244	MAINTENANCE & REPAIR	159103	
	<b>260.50</b>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>RAY O'HERRON CO</b>					
AMMUNITION	1,980.00	01662700-53321	AMMUNITION	1630698-CA	
BOSHART	10.00	01662700-53324	UNIFORMS	1630908	
BOSHART	94.00	01662700-53324	UNIFORMS	1633515	
BOSHART	169.99	01662700-53324	UNIFORMS	1629008	
CLOTH ALLOW - MILLER	119.83	01662400-53324	UNIFORMS	1634077-CA	
CLOTHING ALLOW - K LALLY	74.99	01662400-53324	UNIFORMS	1634085-CA	
COOPER	98.00	01662300-53324	UNIFORMS	1633516	
HARKER	28.00	01662700-53324	UNIFORMS	1628509	
HECK	20.00	01662700-53324	UNIFORMS	1632312	
HOLSTER AND CASE	183.98	01662400-53324	UNIFORMS	1634086-CA	
JOHNSON	8.00	01662700-53324	UNIFORMS	1630909	
JUNGERS	73.00	01660100-53324	UNIFORMS	1628508	
MISC SUPPLIES	37.50	01662700-53324	UNIFORMS	1628819	
STAFIEJ	390.99	01662300-53324	UNIFORMS	1634119	
	<b>3,288.28</b>				
<b>RECRUITERBOX</b>					
SUBSCRIPT 05/23 -06/23	90.00	01600000-52255	SOFTWARE MAINTENANCE	in_8VLhPStRosSzva	
	<b>90.00</b>				
<b>REFUNDS MISC</b>					
OVR CHRG'D FOR SENIOR VS	12.00	01000000-42303	VEHICLE LICENSES	#18997/18996	
PAID FOR 2 VLG STK'S ONLY ONE CAR	15.00	01000000-42303	VEHICLE LICENSES	PLT E427989	
PAID TWICE FOR SAME CITATION	40.00	01000000-45402	ORDINANCE FORFEITS	CIT# 233487	
PD TWICE FOR SAME CITATION	40.00	01000000-45402	ORDINANCE FORFEITS	TK #233735	
PURCHASE VS TWICE FOR SAME CAR	30.00	01000000-42303	VEHICLE LICENSES	VS 18899-18900	
REFUND ON SOLD CAR-RTN'D STICKER	15.00	01000000-42303	VEHICLE LICENSES	STK 15275	
RTN'D VLG STKS PAID TWICE	30.00	01000000-42303	VEHICLE LICENSES	STK 18951-52	
	<b>182.00</b>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>REFUNDS PRESERVATION BONDS</b>					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1346 LANCE LN	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1350 LANCE LN	
FRONT STOOP	200.00	01-24302	ESCROW - GRADING	960 WOODHILL	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	435 SHELBURNE	
	<u>1,000.00</u>				
<b>REFUNDS TAX STAMPS</b>					
TAX STAMP #27824 REFUND	429.00	01000000-41208	REAL ESTATE TRANSFER TAX	1040 ROCKPORT(1)	
	<u>429.00</u>				
<b>REINDERS INC</b>					
BLADE	137.97	01696200-53354	PARTS PURCHASED	1635968-00	
BLADE COMBO RTN	-151.10	01696200-53354	PARTS PURCHASED	1635814-00	
	<u>-13.13</u>				
<b>RENTALS PLUS</b>					
TRENCHER RNTL 6/13/16	235.00	04201600-52264	EQUIPMENT RENTAL	RSA000961 1	
	<u>235.00</u>				
<b>RESTAURANT-MASTERCARD</b>					
DUCART TASK FRC TRNG	25.65	01662700-53317	OPERATING SUPPLIES	3104722	
VB WORKSHOP 6-6-16	226.30	01520000-52222	MEETINGS	6/6/16BOARD	
	<u>251.95</u>				
<b>RICHARD HOFHERR</b>					
LOUNGE PUPPETS -SUMMER CONCERT	2,000.00	01750000-52288	CONCERT SERIES	JULY 21TH CONCERT	
	<u>2,000.00</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>RUSH TRUCK CENTERS</b>					
PARTS	59.67	01696200-53354	PARTS PURCHASED	3003115354	
PARTS	89.96	01696200-53354	PARTS PURCHASED	3003027933	
PARTS	97.12	01696200-53354	PARTS PURCHASED	3003028038	
PARTS	1,874.54	01696200-53354	PARTS PURCHASED	3003115363	
	<u>2,121.29</u>				
<b>RUSSO POWER EQUIPMENT</b>					
HELMET/POLE SAW HEAD	174.99	01670700-53317	OPERATING SUPPLIES	3207747	
PRUNERHEAD/OILPOUCHES	562.94	01670700-53316	TOOLS	3207747	
VALVE FUEL	18.07	01696200-53354	PARTS PURCHASED	3178745	
	<u>756.00</u>				
<b>SAFETY KLEEN</b>					
SOLVENT	308.48	01696200-52284	EQUIPMENT MAINTENANCE	70386038	
	<u>308.48</u>				
<b>SEAWAY SUPPLY CO</b>					
PAPER PRODUCTS	67.50	01670400-53317	OPERATING SUPPLIES	116902	
PAPER PRODUCTS	67.50	04201600-53317	OPERATING SUPPLIES	116902	
	<u>135.00</u>				
<b>SEILER INSTRUMENT AND MANUFACTURING</b>					
TRIMBLE 5/2016 - 5/2017	498.00	01652800-52257	GIS SYSTEM	338874	
	<u>498.00</u>				
<b>SERVICE COMPONENTS INC</b>					
BOLTS FOR HYDRANTS	1,221.10	04201600-53317	OPERATING SUPPLIES	85940	
LOCK NUT, HEX NUT	23.29	01696200-53317	OPERATING SUPPLIES	86096	
	<u>1,244.39</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>SHERWIN INDUSTRIES INC</b>					
COLD PATCH	99.00	01670500-53317	OPERATING SUPPLIES	SS065652	
	<u>99.00</u>				
<b>SQUEEGEE BROS INC</b>					
DARE SHIRTS	550.00	01664765-53325	COMMUNITY RELATIONS	SBCSD16	
DARE SHIRTS	550.00	01664765-53325	COMMUNITY RELATIONS	SBCSD16	
	<u>1,100.00</u>				
<b>STEINER ELECTRIC COMPANY</b>					
TUBEWAY RPR PRT AMP	534.37	01670600-53317	OPERATING SUPPLIES	S005394033.002	
TUBEWAY THERMAL UNIT	139.71	01670600-53317	OPERATING SUPPLIES	S005394033.3	
	<u>674.08</u>				
<b>STEPHEN A LASER ASSOCIATES P C</b>					
POLICE ASSESSMENT -2 APPLICANTS	1,200.00	01510000-52228	PERSONNEL HIRING	2004260	
POLICE ASSESSMENT -3 APPLICANTS	1,800.00	01510000-52228	PERSONNEL HIRING	2004228	
	<u>3,000.00</u>				
<b>SUBURBAN DRIVELINE INC</b>					
07' AVAL. REAR SHAFT	195.00	01696200-53353	OUTSOURCING SERVICES	00143440	
	<u>195.00</u>				
<b>SUBURBAN LABORATORIES INC</b>					
COLIFORM COMPLIANCE	411.00	04201600-52279	LAB SERVICES	134247	
	<u>411.00</u>				
<b>SUNRISE CHEVROLET</b>					
BOLT	4.27	01696200-53354	PARTS PURCHASED	859708	
BOLTS	8.54	01696200-53354	PARTS PURCHASED	859737	
MOUNT	99.41	01696200-53354	PARTS PURCHASED	860308	
	<u>112.22</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>SURVEY MONKEY</b>					
RENEWAL CHG 6/4-7/3	24.00	01670100-52234	DUES & SUBSCRIPTIONS	26744008	
	<u>24.00</u>				
<b>TARGET</b>					
LERMI METING SUPPLIES	22.99	01662600-52222	MEETINGS	751257348	
	<u>22.99</u>				
<b>TELCOM INNOVATIONS GROUP LLC</b>					
NEW PHONE CREATION	60.50	01652800-52253	CONSULTANT	A48145	
NEW PHONE PURCHASE SETUP	642.19	01652800-52253	CONSULTANT	A48225	
SUPPORT CALL	121.00	01652800-52253	CONSULTANT	A48249	
	<u>823.69</u>				
<b>TERRACE SUPPLY COMPANY</b>					
MAY RENTAL PERIOD	26.35	01696200-52264	EQUIPMENT RENTAL	00964512	
	<u>26.35</u>				
<b>TESTING SERVICE CORP</b>					
MATERIAL TESTING	4,023.34	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	102605	
	<u>4,023.34</u>				
<b>THE DAVENPORT GROUP USA LTD</b>					
LAMA PERMIT SOFTWARE	15,000.00	01643700-52255	SOFTWARE MAINTENANCE	1606-ILCS-06	
	<u>15,000.00</u>				
<b>THEODORE POLYGRAPH SERVICE</b>					
POLICE ASSESSMENTS- 2 CANDIDATES	300.00	01510000-52228	PERSONNEL HIRING	5303	
POLYGRAPHS FOR PD CANDIDATES	150.00	01510000-52228	PERSONNEL HIRING	5298	
POLYGRAPHS FOR PD CANDIDATES	450.00	01510000-52228	PERSONNEL HIRING	5296	
	<u>900.00</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THIRD MILLENIUUM ASSOCIATES INCORPORATED</b>					
E-PAY SERVER FEE JULY/2016	225.00	04103100-52221	UTILITY BILL PROCESSING	19632	
E-PAY SERVER FEE JULY/2016	225.00	04203100-52221	UTILITY BILL PROCESSING	19632	
WTR BILL PRINTING 6/29/16	1,229.48	04103100-52221	UTILITY BILL PROCESSING	19609	
WTR BILL PRINTING 6/29/16	1,229.49	04203100-52221	UTILITY BILL PROCESSING	19609	
	<u>2,908.97</u>				
<b>THOMAS PUMP CO</b>					
FOUNTAIN REPAIRS	1,641.00	01680000-52219	TC MAINTENANCE	R9674	
	<u>1,641.00</u>				
<b>TIF 3 NORTH AND SCHMALE RD</b>					
TIF3 SALES TAX TRANSFER	-30,213.26	22000000-49340	SALES TAX CONTRIB - RDA#1	SALES TX TRNSFR	
TIF3 SALES TAX TRANSFER	30,213.26	01720000-58340	SALES TAX TFR - RDA#1	SALES TX TRNSFR	
TIF3 SALES TAX TRANSFER	30,213.26	22-11105	CASH - TRUST	SALES TX TRNSFR	
VILLAGE 10% TIF CONTRIBUTION	-4,600.14	22000000-49375	TIF CONTRIB. - UNDESIGNATED	TIF CONTRIB	
VILLAGE 10% TIF CONTRIBUTION	4,600.14	01720000-58375	TIF CONTRIB. - UNDESIGNATED	TIF CONTRIB	
VILLAGE 10% TIF CONTRIBUTION	4,600.14	22-11105	CASH - TRUST	TIF CONTRIB	
	<u>34,813.40</u>				
<b>TITAN SUPPLY INC</b>					
JANITORIAL SUPPL	514.10	01680000-53320	JANITORIAL SUPPLIES	3421	
	<u>514.10</u>				
<b>TM PRODUCTION SERVICES</b>					
TECHINAL SOUND	800.00	01750000-52288	CONCERT SERIES	JULY 21 CONCERT	
TECHNICAL SOUND	500.00	01750000-52288	CONCERT SERIES	7/28/16 CONCERT	
	<u>1,300.00</u>				
<b>TREE TOWNS IMAGING &amp; COLOR GRAPHICS</b>					
FOIA	27.50	01580000-53315	PRINTED MATERIALS	213197	
	<u>27.50</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TRISOURCE SOLUTIONS LLC</b>					
TRISOURCE CC FEES JUNE/2016	268.37	04103100-52221	UTILITY BILL PROCESSING	INV 1420 JUNE/2016	
TRISOURCE CC FEES JUNE/2016	268.37	04203100-52221	UTILITY BILL PROCESSING	INV 1420 JUNE/2016	
TRISOURCE CC FEES JUNE/2016	1,610.21	01610100-52256	BANKING SERVICES	INV 1420 JUNE/2016	
TRISOURCE CC FEES JUNE/2016	1,273.76	04103100-52221	UTILITY BILL PROCESSING	INV 7833 JUNE/2016	
TRISOURCE CC FEES JUNE/2016	1,273.76	04203100-52221	UTILITY BILL PROCESSING	INV 7833 JUNE/2016	
	<u>4,694.47</u>				
<b>TYCO INTEGRATED SECURITY LLC</b>					
CHRGR CT ALARM 6/1-8/31	38.25	04100100-52234	DUES & SUBSCRIPTIONS	26467482	
	<u>38.25</u>				
<b>TYLER TECHNOLOGIES INC</b>					
MUNIS GENERAL BILLING MODULE	3,540.00	01612900-52255	SOFTWARE MAINTENANCE	045-164010	
	<u>3,540.00</u>				
<b>ULINE SHIPPING SUPPLY SPECIALISTS</b>					
TC- ZIP TIES	40.94	01680000-53381	TC MAINTENANCE & SUPPLIES	77794169	
	<u>40.94</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>UNIFIRST CORPORATION</b>					
MATS/TOWELS - 5/24/16	18.30	01670100-53317	OPERATING SUPPLIES	1116107	
MATS/TOWELS - 6/14/16	18.30	01670100-53317	OPERATING SUPPLIES	1120895	
MATS/TOWELS - 6/7/16	18.30	01670100-53317	OPERATING SUPPLIES	1119303	
MATS/TOWELS-5/31/16	18.30	01670100-53317	OPERATING SUPPLIES	1117705	
UNIFORMS-5/24/16	27.61	01696200-52267	UNIFORM CLEANING	1116107	
UNIFORMS-5/31/16	27.61	01696200-52267	UNIFORM CLEANING	1117705	
UNIFORMS-6/14/16	27.61	01696200-52267	UNIFORM CLEANING	1120895	
UNIFORMS-6/7/16	27.61	01696200-52267	UNIFORM CLEANING	1119303	
WIPES-5/24/16	63.34	01696200-53317	OPERATING SUPPLIES	1116107	
WIPES-5/31/16	63.34	01696200-53317	OPERATING SUPPLIES	1117705	
WIPES-6/14/16	63.34	01696200-53317	OPERATING SUPPLIES	1120895	
WIPES-6/7/16	63.34	01696200-53317	OPERATING SUPPLIES	1119303	
	<u>437.00</u>				
<b>UNITED LABORATORIES</b>					
GRUNGE GRIPPERS	271.72	01670400-53317	OPERATING SUPPLIES	INV156281	
	<u>271.72</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>UNITED STATES POSTAL SERVICE</b>					
DUI KITS TO ISP LAB	12.80	01662400-53317	OPERATING SUPPLIES	019092-606	
DUI KITS TO ISP LAB	12.80	01662400-53317	OPERATING SUPPLIES	080870-970	
DUI KITS TO LAB	13.35	01662400-53317	OPERATING SUPPLIES	026617-082	
PASSPORT 5/23/16	6.45	01610100-52229	POSTAGE	374847574	
PASSPORT 5/27/16	6.45	01610100-52229	POSTAGE	375287363	
PASSPORT 6/10/16	6.45	01610100-52229	POSTAGE	376450952	
PASSPORT 6/13/16	6.45	01610100-52229	POSTAGE	376647737	
PASSPORT 6/14/16	6.45	01610100-52229	POSTAGE	376727129	
PASSPORT 6/17/16	6.45	01610100-52229	POSTAGE	377031425	
PASSPORT 6/17/16	6.45	01610100-52229	POSTAGE	377092715	
PASSPORT 6/20/16	6.45	01610100-52229	POSTAGE	377185441	
PASSPORT 6/3/16	6.45	01610100-52229	POSTAGE	375791663	
PASSPORT 6/6/16	6.45	01610100-52229	POSTAGE	375948527	
PASSPORT 6/7/16	6.45	01610100-52229	POSTAGE	376073063	
PASSPORT 6/8/16	6.45	01610100-52229	POSTAGE	376228053	
R ROEHN EPA LETTER	7.83	04200100-52240	PUBLIC NOTICES/INFORMATION	045927 390	
	<b>124.18</b>				
<b>USA BLUE BOOK</b>					
LOCATOR - SEWER	792.85	04101500-53350	SMALL EQUIPMENT EXPENSE	970286	
LOCATOR - WATER	792.86	04201600-53350	SMALL EQUIPMENT EXPENSE	970286	
	<b>1,585.71</b>				
<b>VACTOR TRAINING CTR</b>					
TRIPPETT TRNG 8/8/16	850.00	01696200-52223	TRAINING	528119197	
	<b>850.00</b>				

**Village of Carol Stream  
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<b>VILLA PARK ELECTRICAL SUPPLY CO INC</b>					
BOOTS - MARTY Z	136.80	04200100-53324	UNIFORMS	01889627	
R HOUSTON BOOTS	113.00	01670100-53324	UNIFORMS	01888746	
R MARMOLEJO BOOTS	102.50	01670100-53324	UNIFORMS	01888747	
	<u>352.30</u>				
<b>VILLAGE OF CAROL STREAM</b>					
124 GERZEVSKE N GARAGE	24.42	01670100-53220	WATER	1098073/20874 6/2016	
245 KUHN RD ADM BLDG	45.43	04101500-53220	WATER	1098071/20872 6/2016	
245 KUHN RD WTR	1.87	04101500-53220	WATER	1098070/20871 6/2016	
FOUNTAIN WTR	839.60	01680000-53220	WATER	1098076/20877 6/2016	
PWKS CTR WTR	72.24	01670100-53220	WATER	1098074/20875	
TC VISITOR CTR WTR	67.69	01680000-53220	WATER	1098077/20878 6/2016	
VLLAGE HL WTR	253.99	01680000-53220	WATER	1098075/20876 6/2016	
	<u>1,305.24</u>				
<b>VOSS SIGNS</b>					
JULY 4TH SIGNS	735.04	01662700-53317	OPERATING SUPPLIES	S-187947	
	<u>735.04</u>				
<b>WAL MART</b>					
DARE GIFTCARDS -TEACHER APPREC.	120.00	01664765-53325	COMMUNITY RELATIONS	04554	
DARE- GIFT CARDS FOR TEACHER APPRECIATION	156.72	01664765-53325	COMMUNITY RELATIONS	01515	
STORAGE TUBS FOR TRNG	19.09	01660100-52223	TRAINING	09648	
UNIFORM PANTS- LESCHER	43.90	01680000-53324	UNIFORMS	03211	
	<u>339.71</u>				
<b>WATER SERVICES</b>					
HYDRANT LEAK TESTING	315.00	04201600-52244	MAINTENANCE & REPAIR	24764	
	<u>315.00</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WEST SIDE TRACTOR SALES</b>					
HEAT SINK	2,051.19	01696200-53354	PARTS PURCHASED	N36910	
RADIATOR	1,456.54	01696200-53354	PARTS PURCHASED	N36911	
	<u>3,507.73</u>				
<b>WESTMORE SUPPLY CO</b>					
CONCRETE	447.75	01670500-53317	OPERATING SUPPLIES	R 89104	
	<u>447.75</u>				
<b>WHEATON MULCH INC</b>					
TOP SOIL	120.00	01670400-53317	OPERATING SUPPLIES	16-1911	
	<u>120.00</u>				
<b>WM F MEYER CO- GLEN ELLYN</b>					
PLUMBING PARTS- VLG HL	173.24	01680000-53319	MAINTENANCE SUPPLIES	S3108163.002	
	<u>173.24</u>				
<b>YOUR MEMBERSHIP.COM INC</b>					
JOB AD FOR STM WTR ADM	339.00	01600000-52228	PERSONNEL HIRING	R22360429	
	<u>339.00</u>				
<b>ZONES INC</b>					
REBATE PAYMENT	104,869.17	01720000-58207	ZONES SALES TAX REIMB	REBATE PYMNT 6/2016	
	<u>104,869.17</u>				
<b>GRAND TOTAL</b>	<u><u><b>\$1,331,027.23</b></u></u>				

The preceding list of bills payable totaling \$1,331,027.23 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph Breinig – Village Manager

Date: 7/15/16

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Laura Czarnecki- Village Clerk

**ADDENDUM WARRANTS**  
**July 6, 2016 thru July 18, 2016**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll June 20, 2016 thru July 3, 2016	577,448.34
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 20, 2016 thru July 3, 2016	<u>42,090.55</u>
				<u><u>619,538.89</u></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Laura Czarniecki - Village Clerk