

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 21, 2013

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 the Minutes of the October 7, 2013 Special Meeting of the Village Board.
2. Approval of the Minutes of the October 7, 2013 Village Board Meeting.
3. Approve, but not release, Minutes of the Executive Session of the October 7, 2013 Village Board Meeting.
4. Approval of the Minutes of the October 15, 2013 Special Meeting of the Village Board.
5. Approve, but not release, Minutes of the Executive Session of the October 15, 2013 Special Meeting of the Village Board.

C. LISTENING POST:

1. Resolution No. 2687, Honoring Christopher Oakley on his 25th Anniversary with the Village of Carol Stream.
2. Proclamation Recognizing the 2013 CERT Challenge Competition Squad.
3. Presentation of the Carol Stream Police Department Citizen's Award.
4. Proclamation Designating November 12-18, 2013 Community Foundation Week.
5. Proclamation Honoring St. Luke Catholic Church on its 50th Anniversary.
6. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

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E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Presentation and Receipt of the Comprehensive Annual Financial Report of the Village of Carol Stream for the Year Ended April 30, 2013.

Brian LeFevre, Partner with the Village's independent auditing firm Sikich will present an overview of the recently completed audit.

2. Police Officers Fraternal Order of Police (FOP) Union Contract Ratification.

Recommendation for approval of a successor collective bargaining agreement between the Village of Carol Stream and the Fraternal Order of Police union representing the Carol Stream Police Officers from 5/1/12 through 4/30/15.

3. A Motion awarding a contract to Steve Piper & Sons in the amount of \$23,447.09 for tree trimming services

Public Works has solicited bids for the annual zone tree trimming program and is requesting award of a contract to Steve Piper & Sons.

4. A Motion authorizing the Village to enter into an Engineering Services Agreement with Baxter & Woodman, Inc., for Engineering Design and Bid Assistance Services for the Water Reclamation Center Aeration System Improvements Phase II in the amount of \$72,500.00

The Capital Improvement Program includes this project which is intended to upgrade the aeration system to lower energy consumption and improve operations.

I. ORDINANCES:

1. Ordinance No. _____, Amending Chapter 6: Building Construction and Maintenance Codes, Article 14, Section 1 Adoption

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of Various Provisions of the DuPage County Countywide Stormwater and Flood Plain Ordinance of the Carol Stream Code of Ordinances. *This ordinance revises this section to allow the Village Board to adopt General Certifications (GCs) by ordinance rather than amending the Stormwater Ordinance.*

2. Ordinance No. _____, Adopting General Certifications (GCs) for Chapter 15 of the Revised DuPage County Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance).
This ordinance adopts an additional GC recently approved by DuPage County. The GC - Pertaining to the Elevation of Existing Buildings in Flood Plains will serve as the Stormwater Management Certification and may provide clarification or interpretation of technical requirements and are intended to address common and generally low impact development, reducing submittal requirements, design costs and public burden to apply for Certification and review such development cases.

J. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
Resolution declaring two seized vehicles awarded to the Village of Carol Stream as surplus for sale via the America's Auto Auction Inc.

K. NEW BUSINESS:

1. Appointment - Board of Fire and Police Commissioners.
Recommendation of the appointment of former Village Board Trustee Pam Fenner to fill the vacancy on the Fire and Police Commission.
2. Spring Trail Elementary School PTO - Sound Amplification Permit
Request for waiver of the amplification fee for Spring Trail Elementary School PTO Tiger Trot 5K Run being held on Sunday, October 20, 2013 at Bierman Park from 9:00 am - 12 noon.

L. PAYMENT OF BILLS:

1. Regular Bills: October 8, 2013 through October 21, 2013.
2. Addendum Warrants: October 8, 2013 through October 21, 2013.

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M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, September 30, 2013.

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2013-10-42	LAST RESOLUTION	2686
NEXT ORDINANCE	2013-10-43	NEXT RESOLUTION	2687

Village of Carol Stream
Special Meeting of the Village Board
Refuse/Recycling Agreement with Flood Brothers
Citizen's Financial Report

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188

October 7, 2013
6:00 p.m. – 7:03 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Matt McCarthy
Trustee Greg Schwarze
Trustee Mary Frusolone
Trustee Rick Gieser
Trustee John LaRocca
Clerk Beth Melody

Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Bob Glees, Community Development Dir.
Jon Batek, Finance Director

The meeting was called to order by Mayor Saverino at 6:00 p.m. and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

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

Absent: Trustee Don Weiss

Refuse/Recycling Agreement with Flood Brothers

Assistant to the Village Manager Oakley provided a review of the Village's residential solid waste collection history and franchise agreement with Flood Brothers. January 1, 2014 begins the final year of the current franchise agreement with Flood Brothers. The goal of the workshop is to determine how the Village Board wishes to proceed with the final year of the agreement.

Flood Brothers Disposal Company - Residential Franchise History

1st Franchise: Jan. 1, 1996 - Dec. 31, 1998 (3 yrs.)
1st Extension: Jan. 1, 1999 – Dec. 31, 2000 (2 yrs.)
2nd Extension: Jan. 1, 2001 – Dec. 31, 2003 (3 yrs.)
3rd Extension: Jan. 1, 2004 – Dec. 31, 2008 (5 yrs.)
4th Extension: Jan. 1, 2009 – Dec. 31, 2010 (2 yrs.)
5th Extension: Jan. 1, 2011 – Dec. 31, 2014 (4 yrs.)
Total Years of Franchise Service 19 YRS

Flood Brothers Disposal Company - Residential Rate History

<u>Year</u>	<u>Charge/Mo.</u>	<u>Year</u>	<u>Charge/Mo.</u>
1996	\$ 10.62	2005	\$ 15.50
1997	\$ 11.00	2006	\$ 16.27
1998	\$ 11.45	2007	\$ 16.59
1999	\$ 11.91	2008	\$ 16.79
2000	\$ 12.15	2009	\$ 17.29
2001	\$ 12.96	2010	\$ 17.80
2002	\$ 13.35	2011	\$ 17.80
2003	\$ 14.25	2012	\$ 17.80
2004	\$ 15.02	2013	\$ 18.33

The rate was frozen in 2011, 2012 and 2013 due to the economic recession.

Residential Collection Area Composition

Single-Family Homes	8,434
Townhomes	1,742
Condominiums	882
Senior Individual Living Facility	228
Apartments	<u>3,323</u>
TOTAL CUSTOMERS	14,609

Residential Waste Collection Statistics for 2008-2012

<u>Waste (Tons)</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Refuse	11,113	11,569	10,603	9,641	9,808
Recycling	2,431.5	2,315	2,301	2,017	1,939
Yard Waste	1,437	1,558	1,743	1,500	1,161
White Goods	21.5	6.75	8	5	8
Diversion	3,890	3,880	4,052	3,522	3,108
Recycling Rate	35%	34%	38%	37%	31.5%

Data Source: Flood Brothers Disposal Co. – Annual Collection Reports

Residential Waste Collection Household Statistics for 2008-12

METRICS	2008	2009	2010	2011	2012
* Households	14,414	14,404	14,433	14,317	14,518
<u>Lbs./Household/Yr.</u>					
Refuse	1,542	1,606	1,469	1,347	1,351
Recycling	540	539	561	492	428*
<u>Lbs./Household/Mo.</u>					
Refuse	128.5	134	122.5	112	112.5
Recycling	45	45	47	41	35.5

*The weight of recycling has gone down steadily since 2010 due to less use of glass and greater use of plastic by consumers.

DuPage-Area Rate Survey Fixed Rate Charge/Month

Community	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Bartlett	\$20.48	\$ 21.30	\$20.87	\$21.50
Bensenville	\$22.25	\$22.25	\$22.25	\$22.58
Bloomingtondale	\$20.65	\$20.83	\$21.46	\$22.29
Carol Stream	\$17.80	\$17.80	\$18.33	CPI
Glendale Heights	\$18.13	\$18.13	\$19.00	\$19.91
Hanover Park	\$18.83	\$19.68	\$20.56	\$21.49
Oak Brook	\$18.34	\$19.16	\$20.02	\$20.92
Roselle	\$15.34	\$16.34	\$17.34	\$18.34
Villa Park	\$16.77	\$17.85	\$17.85	\$17.85

Flood Brothers Disposal Company Franchise Features/Highlights

- Competitive Fixed Rate - 43¢ rate increase/year
- White Goods Appliance Pick Up- Complimentary
- Discounted Fall Leaf Stickers (\$1 off Yard Sticker)
- Annual Leaf Collection Week -Sticker free service

- Upgraded Recycling Cans to 65-gal Toters (2007)
- Apartment Recycling Pilot Program- Co-Sponsor
- Apartment Recycling Expansion – August 2013
- Disaster Debris Collection – 2008 & 2010 Floods

Solid Waste Franchise Agreement Issues & Concerns

- Apartment Rate Uniformity – EQUITY issue Range of Apartment Rates paid by apartment complex = \$2.66 /c.y. - \$7.22/c.y.
- Village owned Toter Replacement Fund – address need for fund (toters are 6 years old with an expected life of 10 years). The Village currently has 300 toters in-stock. The plan would be to replace 25% of the toters/year at \$35/toter.
- Recycle America Flow Control Provision - eliminate
- Recycling Rebate/Credit – reward/ incentive
- Green Organics- if development approved, establish flow control provision for residential yard waste.
- Organics Collection – prepare for future collection @ curbside. Administer pilot program & survey. It is anticipated in 3-4 years there will be a need for a 3rd container for organics recycling (non-meat, plant based food waste that can be composted). Trustee LaRocca stated he administers a grease reclamation program for the Village of Roselle that diverts grease away from drains.

Flood Brothers Disposal Company Contract Extension Provision

- If a contract extension beyond December 31, 2014 is requested by the Village, the Village will then notify the Contractor no later than 180 days before the expiration of the final year of the current contract (July 1, 2014).
- If a contract extension is not sought, the Village will need approximately 9-10 months (March 1, 2014) prior to contract expiration to conduct a competitive bid process culminating in the selection of a new franchise hauler.

The Village Board generally felt it would be a waste of staff time to go out for bid for solid waste franchise agreement and may result in higher fees to the residents. There was general Village Board concurrence to continue the solid waste franchise with Flood Brothers based on their loyalty to the Village, service to the community, lack of complaints and extra services they provide at no cost to the Village. Staff was directed to begin negotiations with Flood Brothers for the 2014 rate and possible extension of the existing franchise agreement, depending on how high their rate is trending.

Citizen’s Financial Report

Finance Director Batek presented a summarized version of the Comprehensive Audited Financial Report to the Village Board which includes highlights of the much larger document in a format that is easier to read. Trustee McCarthy requested that the document include a definition of a Tax Increment Financing District fund (TIF) so residents understand the purpose of this financing tool. The Village Board directed staff to include this document on the Village website and as part of its public information efforts.

Other Business – Beer and Wine Sales at Town Center Events

Trustee Schwarze requested the Village Board discuss a suggestion previously made by Trustee Weiss that beer and wine sales be considered at Thursday night concert events. Manager Breinig stated if the Village Board is comfortable with this concept staff could develop a program to incorporate beer and wine sales into the events. Trustee McCarthy suggested Bulldog Ale House and Flip Flops may be willing to serve at these events. There was general concurrence that there should be a revenue sharing component with the Village. There would be additional work for Village staff if beer and wine sales are approved. The Police Department would be required to patrol the parking lot and perimeter of the grounds. Trustee Frusolone stated that garbage would be more of an issue with plastic beer bottles and/or cups. She stated the concept has worked at McCasslin Park. Manager Breinig stated that rules for Last Call alcohol sales would need to be developed. Trustee Schwarze stated he prefers alcohol sales with or without a revenue sharing component. Trustee Frusolone stated revenue sharing could be used to cover the cost of extra police support at the events. Manager Breinig questioned whether beer and wine sales would eat into other food vendor's deink sales. Trustee McCarthy suggested the food vendors have kid menu items, such as hotdogs, at each event and that the prices for their products be reasonable. Trustee Frusolone suggested staff look how the Village of Addison is handling beer and wine sales at their events.

Adjournment

There being no further business, a motion was made by Trustee McCarthy and seconded by Trustee Schwarze to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:03 p.m.

AGENDA ITEM

10-7-2013 VB

B-2 10-21-13

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

October 7, 2013

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

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

Absent: None

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

* All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino Sr. led those in attendance in the pledge of allegiance. Mayor Saverino asked for a moment of silence for John Kauffman, Board of Fire and Police Commissioner Chairman who passed away last week at the age of 73.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the September 16, 2013 Special Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

Trustee Schwarze moved and Trustee LaRocca made the second to approve the Minutes of the September 16, 2013 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

LISTENING POST**1. Resolution No. 2680, Honoring Ralph Smoot for His Service on the Village of Carol Stream Plan Commission/Board of Appeals:**

Resolution No. 2680, Honoring Ralph Smoot for his service on the Village of Carol Stream Plan Commission/Board of Appeals was read by Trustee Weiss. Trustee Weiss on behalf of the Mayor and Village Board thanked and congratulated Ralph Smoot for his service to the community as Commissioner who presided over 84 meetings and 126 applications.

Trustee Weiss moved and Trustee McCarthy made the second to approve Resolution No. 2680, Honoring Ralph Smoot for His Service on the Village of Carol Stream Plan Commission/Board of Appeals. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

Mayor Saverino thanked Ralph Smoot for his service. The audience gave Ralph Smoot a standing ovation in recognition of his service to the community.

2. Resolution No. 2681, Honoring LaVon McGhinnis upon Her Retirement from the Village of Carol Stream:

Resolution No. 2681, honoring LaVon McGhinnis upon her retirement from the Village of Carol Stream was read by Trustee McCarthy.

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 2681, honoring LaVon McGhinnis upon her retirement from the Village of Carol Stream. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

LaVon thanked the Mayor and Trustees and Village staff for making her employment with the Village so enjoyable. She thanked Stan Helgerson for hiring her 11 years ago and invited anyone to come visit her in South Dakota.

3. Presentation of Proceeds from Police/Fire Football Game to Special Olympics:

Trustee Schwarze thanked all those who participated in this event including the Village Police Officers, Carol Stream Fire Protection District Firefighters, Trustee McCarthy for refereeing and Trustee Frusolone for securing donations, Bulldog's

Ale House for donating 10% of sale proceeds to Special Olympics, Glenbard North High School for allowing them to use their football field on September 1, and the Police and Firefighter's unions.

A presentation of a check for Special Olympics in the amount of \$1,723 was made to Mary Pocus, Leg Leader of the DuPage County Law Enforcement Torch Run by Village Trustee Greg Schwarze, Police Sergeants Brian Cooper & Sergeant Chad Paskevicz, Commander John Jungers and Carol Stream Fire District Trustee Brian Jordan.

Mary Pocus thanked the Village and Fire Protection District for making the 2nd annual Guns & Hoses fund raising event so successful. She stated the money will be used to help over 25,000 athletes in the State of Illinois in 19 different sports.

4. Proclamation October 7-13, 2013 League of Women Voters Week:

A proclamation designating October 7-13, 2013 League of Women Voters Week was read by Trustee Frusolone.

PUBLIC HEARINGS

None

CONSENT AGENDA

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

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

Nays: 0

The motion was approved.

Mayor Saverino acknowledged Suzanne Hlotke, 805 Vale Road, Carol Stream, who wished to make a comment on the agenda item dealing with Red Light Cameras. She stated she has a philosophical objection to red light cameras and does not support their use. Mayor Saverino and Trustee Schwarze stated they do have an effect on reducing the number of accidents at intersections with red light cameras and that the incidence of accidents at these intersections has been reduced by 27%.

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

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

Nays: 0

The motion was approved.

1. Jet-Brite Car Wash – 1251 N. Gary Avenue (Special Use Permit – Automobile Laundry & Final Planned Unit Development Plan)
2. Windfall Plaza, LLC – 1175 N. Gary Avenue (Plat of Subdivision)
3. U-Store-It – 120 Tubeway Drive (Special Use Permit – Equipment and Machinery Rental Operation & Special Use Permit – Outdoor Activities and Operations)
4. A Motion to Award a Contract to John Neri Construction Company, Inc., for the Fair Oaks Road Catch Basin Project in the amount of \$28,425.00
5. Schmale Road Water Main Replacement Project - Award of Contract for Consultant Engineering Services
6. Illini Drive Bridge Replacement Project - Award of Contract for Consultant Engineering Services
7. Award of Contract for the 2013 Fiberized Crack fill Project.
8. Ordinance No. 2013-10-40, Approving a Special Use Permit to Allow an Automobile Laundry and a Final Planned Unit Development Plan in the B-3 Service District (1251 N. Gary Avenue).
9. Ordinance No. 2013-10-41, Approving Special Use Permits to Allow an Equipment and Machinery Rental Operation and Outdoor Activities and Operations in the I Industrial Zoning District (U-Store-It, 120 Tubeway Drive).
10. Resolution No. 2682, Authorizing a Final Plat of Subdivision (Windfall Plaza Subdivision – 1175-1251 N. Gary Avenue).
11. Resolution No. 2683, Supporting the Retrofit of Existing DOT-111 Rail Tank Cars that Transport Packing Groups 1 and 11 Hazmat before the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251).
12. Resolution No. 2684, A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014.
13. Appointment to the Plan Commission/Zoning Board of Appeals.
14. Raffle License Application - Glenbard North High School.
15. Payment of Regular & Addendum Warrant of Bills

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

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

Nays: 0

The motion was approved.

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

Jet-Brite Car Wash – 1251 N. Gary Avenue (Special Use Permit – Automobile Laundry & Final Planned Unit Development Plan):

The Village Board concurred with the Plan Commission recommendation to approve a Special Use Permit – Automobile Laundry & Final Planned Unit Development Plan for Jet-Brite Car Wash – 1251 N. Gary Avenue.

Windfall Plaza, LLC – 1175 N. Gary Avenue (Plat of Subdivision):

The Village Board concurred with the Plan Commission recommendation to approve a Plat of Subdivision for Windfall Plaza, LLC – 1175 N. Gary Avenue.

U-Store-It – 120 Tubeway Drive (Special Use Permit – Equipment and Machinery Rental Operation & Special Use Permit – Outdoor Activities and Operations):

The Village Board concurred with the Plan Commission recommendation to approve a Special Use Permit – Equipment and Machinery Rental Operation & Special Use Permit – Outdoor Activities and Operations for U-Store-It – 120 Tubeway Drive.

A Motion to Award a Contract to John Neri Construction Company, Inc., for the Fair Oaks Road Catch Basin Project in the amount of \$28,425.00:

The Village Board approved a motion to award a contract to John Neri Construction Company, Inc., for the Fair Oaks Road Catch Basin Project for repair of eleven catch basins on Fair Oaks Road in the amount of \$28,425.00.

Schmale Road Water Main Replacement Project - Award of Contract for Consultant Engineering Services:

The Village Board approved award of contract for Consultant Engineering Services for the Schmale Road Water Main Replacement Project to Thomas Engineering Group in an amount not to exceed \$127,554.23 which is below the \$167,000 budgeted for this work.

Illini Drive Bridge Replacement Project - Award of Contract for Consultant Engineering Services:

The Village Board approved award of contract for Consultant Engineering Services for the Illini Drive Bridge Replacement Project to Wills Burke Kelsey Associates, Ltd. in an amount not to exceed \$79,903.01 on a cost plus fixed fee basis.

Award of Contract for the 2013 Fiberized Crack fill Project:

The Village Board approved award of contract for the 2013 Fiberized Crack fill Project to SKC Construction, Inc. at bid unit prices in the amount of \$118,500.00.

Ordinance No. 2013-10-40, Approving a Special Use Permit to Allow an Automobile Laundry and a Final Planned Unit Development Plan in the B-3 Service District (1251 N. Gary Avenue):

The Village Board approved Ordinance No. 2013-10-40, approving a Special Use Permit to allow an automobile laundry and a Final Planned Unit Development Plan in the B-3 Service District (1251 N. Gary Avenue). This is the enabling legislation for Jet-Brite Car Wash.

Ordinance No. 2013-10-41, Approving Special Use Permits to Allow an Equipment and Machinery Rental Operation and Outdoor Activities and Operations in the I Industrial Zoning District (U-Store-It, 120 Tubeway Drive):

The Village Board approved Ordinance No. 2013-10-41, approving Special Use Permits to allow an equipment and machinery rental operation and outdoor activities and operations in the I Industrial Zoning District (U-Store-It, 120 Tubeway Drive). This is the enabling legislation for U-Store-It – 120 Tubeway Drive.

Resolution No. 2682, Authorizing a Final Plat of Subdivision (Windfall Plaza Subdivision – 1175-1251 N. Gary Avenue):

The Village Board approved Resolution No. 2682, authorizing a final plat of subdivision (Windfall Plaza Subdivision – 1175-1251 N. Gary Avenue).

Resolution No. 2683, Supporting the Retrofit of Existing DOT-111 Rail Tank Cars that Transport Packing Groups 1 and 11 Hazmat before the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251):

The Village Board approved Resolution No. 2683, supporting the retrofit of existing DOT-111 rail tank cars that Transport Packing Groups 1 and 11 Hazmat before the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251). This resolution supports the retrofit of existing rail tank cars for improved safety for communities along rail lines in the event of derailments.

Resolution No. 2684, A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014:

The Village Board approved Resolution No. 2684, a resolution to record the determination of the Corporate Authorities of the Village of Carol Stream of the amounts of money estimated to be necessary to be raised by taxation on taxable property for the Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014. This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2013 property tax levy. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois statutes. Final adoption of the tax levy is scheduled for the Village Board meeting of November 4, 2013.

NEW BUSINESS

Appointment to the Plan Commission/Zoning Board of Appeals:

The Village Board concurred with the Mayor's recommendation to appoint John Meneghini to the Plan Commission/Zoning Board of Appeals to fill the vacancy due to the resignation of Ralph Smoot.

Raffle License Application - Glenbard North High School:

The Village Board approved a request for approval for a raffle license, waiver of fee and manager's fidelity bond to be held at "Volley for a Cure" volleyball game at Glenbard North High School on October 8, 2013.

Trustee LaRocca congratulated Justin Jackson for his selection to Team USA football that will compete in Texas in February. He stated the Anthony J. LaRocca Foundation 2nd annual golf outing held last month at the Bloomingdale Golf Course was a huge success. He thanked the Village Board for their support. He stated 3 members of the Carol Stream Fire District are recipients of the A.J. LaRocca Scholarship. He stated the Foundation was established in the name of his father who served the public for 55+ years and provides charitable contributions to those who wish to pursue careers in the fire and water services.

Trustee Weiss stated he and Trustee Gieser attended the League of Women Voters, Voter's Registration Day on Tuesday, September 24, National Voter Registration Day, from 6:00 p.m. – 8:00 p.m. at West Chicago VFW Post 6791 on Route 59. The event was designed to give local elected officials an opportunity to meet members of the community and encourage citizens to register to vote.

Trustee McCarthy gave his condolences to John Kauffman's family. He congratulated LaVon McGhinnis on her retirement, thanked Ralph Smoot for his service on the Plan Commission and welcomed John Meneghini to the Plan commission. He reminded drivers to please be aware of kids when driving now that the day light hours have become shorter.

Village Attorney Rhodes stated John Kauffman was a very active Board of Fire and Police commissioner and was well known and respected in the Board of Fire and Police community.

Village Manager Breinig congratulated LaVon McGhinnis on her retirement.

Mayor Saverino stated LaVon and Ralph will be missed by the Village. He stated John Kauffman was as good as everyone said he was. He stated the Village called Redflex within 24 hours of the publicity of their troubles in Chicago and none of those activities occurred in Carol Stream. Mayor Saverino introduced new Plan Commissioner John Meneghini to the audience and Trustees.

At 8:30 p.m. Trustee Schwarze moved and Trustee Frusolone made the second to adjourn the meeting to executive session to discuss acquisition of real property and collective negotiating matters. One items may be acted upon after executive session. The results of the roll call vote were as follows:

Ayes:	6	Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy
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Nays:	0	
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The motion was approved.

Resolution No. 2685, Authorizing Assignment of a Real Estate Agreement for the Purchase of the Real Property Commonly Known as 27W161 Vale Road, West Chicago, Illinois for Redevelopment purposes including all of the Contingencies within the Real Estate Contract, Rider and Attorney's Letters:

At 9:32 p.m. the regular meeting of the Village Board of Trustees reconvened. Trustee McCarthy moved and Trustee Weiss made the second to approve Resolution No. 2685, Authorizing Assignment of a Real Estate Agreement for the Purchase of the Real Property Commonly Known as 27W161 Vale Road, West Chicago, Illinois for Redevelopment purposes including all of the Contingencies within the Real Estate Contract, Rider and Attorney's Letters. The results of the roll call vote were as follows:

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

The motion was approved

At 9:34 p.m. Trustee Weiss moved and Trustee LaRocca made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

The motion was approved.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

B-4 10-21-13

10-15-2013 SVB

SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

October 15, 2013

Mayor Frank Saverino, Sr. called the Special Meeting of the Board of Trustees to order at 7:00 a.m. and directed Assistant Village Manager Bob Mellor to call the roll.

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

Absent: Trustee Frusolone

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes and Village Clerk Beth Melody (at 7:03 a.m.)

* All persons physically present at meeting unless noted otherwise

At 7:03 a.m. Trustee McCarthy moved and Trustee Schwarze made the second to adjourn the meeting to executive session to discuss acquisition of real property. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Frusolone

The motion was approved.

Resolution No. 2686, Authorizing the Purchase of the Real Property Commonly Known as 27W161 Vale Road, West Chicago, Illinois for Redevelopment purposes:

At 7:18 p.m. the special meeting of the Village Board of Trustees reconvened. Trustee Schwarze moved and Trustee McCarthy made the second to approve Resolution No. 2686, Authorizing the Purchase of the Real Property Commonly Known as 27W161 Vale Road, West Chicago, Illinois for Redevelopment purposes. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Frusolone

The motion was approved

At 7:20 a.m. Trustee McCarthy moved and Trustee Weiss made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 *Trustee Frusolone*

The motion was approved.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

**A RESOLUTION HONORING CHRISTOPHER OAKLEY
FOR 25 YEARS OF SERVICE WITH THE
VILLAGE OF CAROL STREAM**

WHEREAS, on October 31, 1988 Christopher Oakley began his employment with the Village of Carol Stream as a Public Works Aide in the Public Works Department; and

WHEREAS, while assigned to the Public Works Department, Christopher Oakley served on the Public Works Steering Committee of the Intergovernmental Risk Management Agency, receiving recognition for this service to the Committee in 1992; and

WHEREAS, Christopher Oakley was appointed Administrative Assistant in the Village Manager's Office on May 1, 1990 and subsequently promoted to the position of Assistant to the Village Manager on March 11, 1996; and

WHEREAS, during his employment with the Village of Carol Stream Christopher Oakley has assisted many residents providing a high level of service with unparalleled professionalism; and

WHEREAS, Christopher Oakley has had the primary responsibility for, among other things, print and electronic communications with residents, administration of the solid waste franchise, a number of the community's environmental initiatives and programs, and planning of Town Center and other community events; and

WHEREAS, Christopher Oakley has served on the DuPage Mayors and Managers Conference Transportation Policy Committee assisting in transit and other transportation planning in DuPage County.

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

1. Christopher Oakley's service and dedication to the Village of Carol Stream are hereby recognized and commended.
2. Christopher Oakley is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED THIS 21st DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSENT:

ATTEST:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

PROCLAMATION

Recognizing the 2013 CERT Challenge Competition Squad

WHEREAS, in 2009, the Village established a Community Emergency Response Team to assist local first responders in responding to emergency situations and declared disasters; and

WHEREAS, the Village's CERT Squad enrolled in the 2013 Prairie State CERT Challenge Competition held on Saturday, September 28th at the Northeastern Illinois Safety Training Center in Glenview; and

WHEREAS, the Village's 14-person CERT Squad competed in a head-to-head battle against teams from 9 suburban localities and a full-time team from the City of Chicago; and

WHEREAS, the event included 8 different skill competitions that included staging/incident command, terrorism, search & rescue, triage/first aid treatment, team building, scene size up & hazard, medical transport and CERT Jeopardy; and

WHEREAS, the competition began mid-morning and lasted until 4:30 pm when the final scores were tallied with the Village's team placing tops among the suburban teams earning 683 of a possible 800 points; and

WHEREAS, members of the Village's CERT Challenge Squad include:

**JIM CAMPBELL
ERIC EHN
MARY FRUSOLONE
ROB FRUSOLONE
ROB GRIMM**

**SHARON GRIMM
JOHN HOWES
BILL KEEN
LINDA KEEN
BOB MACHT**

**TERRY MICHAELSEN
DAVE SULLIVAN
JEN ZAK
RON ZAK**

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

1. That the Village's 2013 CERT Squad is hereby recognized for its successful finish in this year's Prairie State CERT Challenge and for taking the time out of their personal lives to commit to strengthening the team's capability to respond to future disasters.

PROCLAIMED THIS 21ST DAY OF OCTOBER 2013.

ATTEST:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig
FROM: DC E. Sailer
DATE: 10/17/13
RE: Citizen's Award Presentation at Village Board Meeting Oct. 21.

I would like to present our Citizen's Award at the next Village board meeting to two deserving citizens. We responded to a burglary of a business in progress and the two citizens assisted us in the swift apprehension of both suspects. Without their assistance and brave actions, the timely arrests and recovery of property would not have occurred.

Both are employees of a neighboring business to the victim. It is appropriate that we honor these upstanding individuals. They will be able to attend the Board meeting this Monday.

PROCLAMATION
Designating November 12-18, 2013
Community Foundation Week

WHEREAS, this year's 'Community Foundation Week' will be November 12th - 18th during which citizens across our nation will take notice to celebrate the impact that local area charitable organizations have on the communities they serve; and

WHEREAS, there are more than 700 community foundations in the United States of which 30 are located in the State of Illinois alone; and

WHEREAS, the Village is privileged to be served by The DuPage Community Foundation, whose vision is to raise the quality of life throughout all of DuPage County and its 40 municipalities; and

WHEREAS, it is the express mission of the Foundation to foster philanthropy, connect donors to area needs, and in so doing build lasting community partnerships; and

WHEREAS, since its establishment in 1986, The DuPage Community Foundation has been a valued partner in strengthening the fabric of DuPage County communities by providing foundation grants to local area human and social service agencies to help them carryout their charitable missions to their target clients; and

WHEREAS, the Village commends The DuPage Community Foundation for its essential partnership efforts to build and strengthen communities throughout the county and celebrates the foundation of goodwill and charity it continues to build upon since its inception 27 years ago.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Frank Saverino, Sr., and the Village Board of Trustees of the Village of Carol Stream, DuPage County, under its home rule powers does hereby proclaim November 12-18, 2013, as

DUPAGE COMMUNITY FOUNDATION WEEK

in Carol Stream and urge all residents to support the Foundation's mission.

Proclaimed this 21st day of October, 2013

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

Honoring St. Luke Catholic Church on its 50th Anniversary

WHEREAS, in 1960, Jay Stream, President of Durable Construction and developer of Carol Stream Estates subdivision set aside a 10-acre parcel of land which he deeded to the Joliet Diocese for the future building of a church and school; and

WHEREAS, in 1961, St. Luke Church of Carol Stream became a mission parish of St. Isidore Catholic Church in Cloverdale then led by Reverend John Klaes; and

WHEREAS, in 1962, Reverend Klaes was officially named part-time Pastor of St. Luke Catholic Church; and

WHEREAS, in 1963, construction of St. Luke Catholic Church and School located at 421 Cochise Court was completed and dedicated by Bishop Martin McNamara; and

WHEREAS, in early 1963, Reverend John Sullivan was appointed St. Luke's first full-time Pastor and officiated the first Mass in the worship center in May; and

WHEREAS, in the fall of 1963, St. Luke School began its school ministry to Carol Stream families that offered parochial education in grades 1st - 8th; and

WHEREAS, with the rapid development of the community in the 1970's-80's, the number of local area families calling St. Luke's their home church grew considerably along with the growth of the church's ministerial outreach to the greater Carol Stream community; and

WHEREAS, the faithful of St. Luke's Church have made significant contributions to the Carol Stream community over its 50 years including the building of the first baseball field, the hosting of a PADS site for the area homeless and establishing a St. Vincent DePaul ministry to the under-resourced in the community to name a few.

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

1. That St. Luke's Catholic Church is congratulated on its 50th anniversary as a faith community and is hereby recognized for the many contributions of its past and present ordained and lay leaders and the countless parishioners that have served the greater community through participation in its many compassionate ministries.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER 2013.

Frank Saverino Sr., Mayor

ATTEST: _____
Beth Melody, Village Clerk

AGENDA ITEM
H-1 10-21-13

A COPY OF THE COMPHREHENSIVE ANNUAL FINANCIAL REPORT IS
AVAILABLE IN THE CLERK'S OFFICE OR ON-LINE AT:
[WWW.CAROLSTREAM.ORG/GOVERNMENT/VILLAGE FINANCES](http://WWW.CAROLSTREAM.ORG/GOVERNMENT/VILLAGE_FINANCES).

- H-1 Presentation and Receipt of the Comprehensive Annual Financial Report of the Village of Carol Stream for the Year Ended April 30, 2013.
Brian LeFevre, Partner with the Village's independent auditing firm Sikich will present an overview of the recently completed audit.

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Robert Mellor, Assistant Village Manager *R/M*
DATE: October 15, 2013
RE: FOP Contract Approval - Police Officers

The current FOP Police Officer's labor contract expired on April 30, 2012. Staff and the union have been negotiating a successor contract during the intervening months since the contract expired. Attached for your review and consideration for approval is the Fraternal Order of Police contract tentatively agreed to by the Village and the Police Officer's union. The FOP membership formally ratified the contract on October 14, 2013. The contract includes tweaks to the contract language regarding vacation selection and bidding, sick leave incentive language, evaluation form and incentives to encourage employees to move away from the more expensive PPO health insurance option to the managed care HMO plan. The contract includes the following wage adjustments:

Wages

May 1, 2012 = 2%
May 1, 2013 = 2 ¼%
May 1, 2014 = 3 ¾%

The contract also recognizes the impacts of the Affordable Care Act on future costs of health insurance and provides for 1 time changes to the HMO and PPO health insurance plans. Staff recommends approval of the attached labor contract with the FOP.

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager
Kevin Orr, Chief of Police
Caryl Rebholz, Employee Relations Director
Robert Smith, Clark, Baird, Smith LLP

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CAROL STREAM

AND

ILLINOIS FOP LABOR COUNCIL

EFFECTIVE MAY 1, 2012 – APRIL 30, 2015

TABLE OF CONTENTS

ARTICLE I PREAMBLE	1
ARTICLE II RECOGNITION	1
SECTION A. RECOGNITION	1
SECTION B. BARGAINING UNIT REPRESENTATIVES	1
SECTION C. USE OF MASCULINE PRONOUN	1
SECTION D. NON-DISCRIMINATION	1
ARTICLE III MANAGEMENT RIGHTS	2
SECTION A. MANAGEMENT AUTHORITY	2
SECTION B. VILLAGE BOARD AUTHORITY	3
ARTICLE IV HOURS OF WORK/PREMIUM RATES	3
SECTION A. PURPOSE OF ARTICLE	3
SECTION B. POSTING OF SCHEDULES	3
SECTION C. WORK DAY DEFINED	3
SECTION D. WORK PERIOD DEFINED	4
SECTION E. OVERTIME DEFINED	4
SECTION F. COURT APPEARANCE PAY	5
SECTION G. OFFICER-IN-CHARGE PAY	6
SECTION H. PTO PAY	6
SECTION I. TRAVEL PAY	6
SECTION J. VILLAGE'S RIGHT TO SCHEDULE OVERTIME	6
SECTION K. EFFECT OF FAILURE TO REPORT	6
SECTION L. NO PYRAMIDING	6
SECTION M. NO GUARANTEE OF HOURS	6
SECTION N. CANINE OFFICER	6
SECTION O. ESTABLISHMENT OF 12-HOUR SHIFTS	6
SECTION P. JURY DUTY	7
SECTION Q. DETECTIVE-ON-CALL PAY	7
ARTICLE V LAYOFFS	7
SECTION A. LAYOFFS	7
SECTION B. RECALL RIGHTS	7
SECTION C. RECALL PROCEDURES	7
ARTICLE VI SENIORITY	7
ARTICLE VII HOLIDAYS AND PERSONAL LEAVE	7
SECTION A. DESIGNATED HOLIDAYS	7
SECTION B. HOLIDAY PAY	8
SECTION C. PERSONAL LEAVE ACCRUAL AND USE	8
SECTION D. PERSONAL LEAVE SCHEDULING	9
SECTION E. PERSONAL LEAVE INCENTIVES	9
ARTICLE VIII VACATIONS	9
SECTION A. VACATION ACCRUAL	9
SECTION B. VACATION BENEFITS UPON TERMINATION OF EMPLOYMENT	9
SECTION C. ALLOWANCE FOR HOLIDAYS FALLING DURING VACATION	9
SECTION D. VACATION TIME USAGE AND ACCUMULATION	9
SECTION E. VACATION ACCRUAL DURING LAYOFFS	10

SECTION F. EMERGENCY RESCHEDULING.....	10
SECTION G. VACATION SCHEDULING	10
ARTICLE IX SICK LEAVE	10
SECTION A. SICK LEAVE ACCRUAL.....	10
SECTION B. SICK LEAVE ACCUMULATION.....	10
SECTION C. SICK LEAVE USES.....	10
SECTION D. SICK LEAVE PROCEDURES.....	11
SECTION E. FAMILY AND MEDICAL LEAVE	11
ARTICLE X BEREAVEMENT LEAVE	11
ARTICLE XI UNIFORMS	11
SECTION A. UNIFORMS REQUIRED.....	11
SECTION B. APPEARANCE STANDARDS	12
SECTION C. REPLACEMENT OF VILLAGE PROPERTY	12
SECTION D. OFFICERS' DUTY TO MAINTAIN VILLAGE PROPERTY.....	13
SECTION E. INVESTIGATORS'/ SOU ALLOWANCE	13
SECTION F. RETURN OF VILLAGE PROPERTY AT SEPARATION	13
ARTICLE XII GROUP INSURANCES.....	13
SECTION A. LIFE INSURANCE.....	13
SECTION B. HEALTH INSURANCE.....	14
SECTION C. PENSION	16
ARTICLE XIII EDUCATIONAL REIMBURSEMENT, SELF-IMPROVEMENT RECOGNITION AND SEIP PROGRAM.....	16
SECTION A. EDUCATIONAL PLAN	16
SECTION B. DEGREE PROGRAM	17
SECTION C. INDIVIDUAL COURSES	17
ARTICLE XIV TRAINING REIMBURSEMENT	18
SECTION A. REIMBURSEMENT UPON RESIGNATION.....	18
ARTICLE XV WAGE SCHEDULE AND PAY-FOR-PERFORMANCE	18
SECTION A. WAGES.....	18
SECTION B. EVALUATIONS	19
SECTION C. ADVANCEMENT THROUGH SCHEDULE	20
SECTION D. UNSATISFACTORY EVALUATIONS	20
SECTION E. DISPUTES.....	20
ARTICLE XVI DISCIPLINE:	20
SECTION A. DISCIPLINARY SUSPENSIONS AND DISCHARGE.....	20
SECTION B. CHIEF'S AUTHORITY	20
SECTION C. PROBATIONARY OFFICERS.....	21
SECTION D. DISCIPLINARY GRIEVANCES.....	21
SECTION E. FINALITY OF DECISION AND JUDICIAL REVIEW.....	21
SECTION F. EXCLUSIVITY OF DISCIPLINARY PROCEDURES	21
SECTION G. DISCIPLINARY PROCEDURE SAVINGS CLAUSE.....	22
ARTICLE XVII NO STRIKE	22
SECTION A. NO STRIKE/NO LOCKOUT.....	22
SECTION B. UNION'S DUTY TO COMPLY	22
SECTION C. DISCIPLINE OF STRIKERS	22

SECTION D. VILLAGE'S RIGHT TO DISCIPLINE.....	22
SECTION E. RIGHT TO JUDICIAL RELIEF.....	22
ARTICLE XVIII GRIEVANCE PROCEDURE	23
SECTION A. DEFINITION AND STEPS	23
SECTION B. EXTENSIONS OF TIME	23
SECTION C. RESPONSIBILITY FOR ASSIGNED TASKS	23
SECTION D. ARBITRATION.....	23
SECTION E. ARBITRATION PROCEDURE.....	23
ARTICLE XIX EMPLOYEE RIGHTS.....	25
SECTION A. PERSONNEL FILES	25
SECTION B. BILL OF RIGHTS	25
SECTION C. ALCOHOL AND DRUG TESTING.....	25
ARTICLE XX ENTIRE AGREEMENT	25
ARTICLE XXI SAVINGS CLAUSE	25
SECTION A. EFFECT OF LATER ENACTMENTS	25
SECTION B. AGREEMENT TO SUPERSEDE.....	25
ARTICLE XXII COUNCIL ACTIVITY, DUES DEDUCTION AND FAIR SHARE	26
SECTION A. UNION ACTIVITY.....	26
SECTION B. DUES DEDUCTIONS.....	26
SECTION C. FAIR SHARE FEES	26
SECTION D. UNION TO INDEMNIFY	27
ARTICLE XXIII LABOR MANAGEMENT CONFERENCES	27
ARTICLE XXIV IMPASSE RESOLUTION.....	28
ARTICLE XXV RESIDENCY	28
ARTICLE XXVI TERM OF AGREEMENT	28
APPENDIX A	30
APPENDIX B	31
APPENDIX C	34
APPENDIX D	37
APPENDIX E	39
APPENDIX F	45

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 1700 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.

Effective upon ratification, those employees currently eligible for PPO coverage may elect to permanently opt out of such coverage and, in such event, shall receive a one-time, lump sum bonus in the gross amount of \$2,500.00, which said amount shall not be added to base pay. Any employee electing such option shall execute such waiver forms as may be required by the Village. The Village will hold a special enrollment period and assist those employees electing to permanently opt out of the PPO coverage with their enrollment in a new plan.

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 FOP 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 FOP 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

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, 2012, 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.

<u>Step</u>	<u>2%</u> <u>May 1, 2012</u>
Start	\$56,195.15
After 1 yr.	\$60,338.51
After 2 yrs.	\$64,481.82
After 3 yrs.	\$68,625.14
After 4 yrs.	\$72,768.48
After 5 yrs.	\$76,911.85
After 6 yrs.	\$81,055.17

Effective May 1, 2013, 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.

<u>Step</u>	<u>2.25%</u> <u>May 1, 2013</u>
Start	\$57,459.54
After 1 yr.	\$61,696.12
After 2 yrs.	\$65,932.66

After 3 yrs.	\$70,169.21
After 4 yrs.	\$74,405.77
After 5 yrs.	\$78,642.36
After 6 yrs.	\$82,878.91

Effective May 1, 2014, 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.

<u>Step</u>	<u>3.75%</u> <u>May 1, 2014</u>
Start	\$59,614.27
After 1 yr.	\$64,009.73
After 2 yrs.	\$68,405.14
After 3 yrs.	\$72,800.55
After 4 yrs.	\$77,195.99
After 5 yrs.	\$81,591.45
After 6 yrs.	\$85,986.87

All wages shall be retroactive to May 1, 2012 and May 1, 2013 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 2015. 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, 2015. 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 _____, 2013.

VILLAGE OF CAROL STREAM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

By: _____

By: *[Signature]* FOP PRESIDENT

ATTEST: _____

ATTEST: *[Signature]*

Village Clerk

Secretary FOP Lodge 45

A. Chason

Aaron Jamb IL FOP LC

APPENDIX A

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

I, _____ hereby authorize my employer, 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.

Signed: _____

Address: _____

City: _____

State: _____ *Zip Code:* _____

Telephone: _____

Please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 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

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP THREE

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FOUR

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

Section A. REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____ Date _____

1.

FOP Labor Council Representative _____

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 Patrol Commander shall be responsible for making shift assignments and his decision will be subject to final review by the Chief of Police. If the Patrol Commander 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.

Officers not assigned to one of the specialty units described in the previous paragraph will assist in implementing seniority shift bidding. The shift bid lists for the two shift periods for the next year will be posted on October 1st (if the 1st falls on a weekend day, it will be posted on the following Monday) The shift bid lists will be posted for 15 consecutive days. A Shift Bid Summary will be posted on or about October 15th.

Officers will bid on a seniority basis in accordance with Carol Stream Police Department Policy #354, for a position on one of the following shift assignments:

Day Shift

Shift hours 0600-1800

5 positions (A and B Platoons)

1 Corporal

2 Flex Officers

Day Power Shift

Shift hours 0900-1700

2 positions

Position #1 will work Tue-Sat (Sun/Mon off)

Position #2 will work Wed-Sun (Mon/Tue off)

Night Shift

Shift hours 1800-0600

5 positions (A and B Platoons)

1 Corporal

1 Flex Officer

Night Power Shift

Shift hours 1700-0300

2 positions

Position #1 will work Wed – Sat (Sun/Mon/Tues off)

Position #2 will work Sat – Tues (Wed/Thurs/Fri off)

Shift hours 1800-0200

1 Canine Officer will work Wed – Sat (Sun/Mon off; Tues. Admin. Day)

Night Power Flex Officer Shift hours 1700-0300
2 positions
Position #1 (aka #3) will work Fri – Mon (Tue/Wed/Thur off)
Position #2 (aka #4) will work Tues – Fri) (Sat/Sun/Mon off)
These positions may be alternated within a bid period.

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 Mon, Tues, Fri, Sat (Off Wed/Thur/Sun)
Shift Hours 0700-1700
Night Traffic #1 Work Sat – Tues (Off Wed/Thurs/Fri)
Shift Hours 1700 – 0300
Night Traffic #2 Work Tues – Fri (Off Sat/Sun/Mon))
Shift Hours 1800 – 0400
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.

During the summer months when the School Resource Officers (SRO) are not performing their normal duties or on vacation, he/she will be designated for special assignment in or will work in the Patrol Division. The SRO will select the shift he/she wants to work for the entire upcoming summer during the normal shift bid process. Once the SRO selects the shift, the selection will not have any bearing on any other officer's permanent shift bid assignment or vacation time already scheduled.

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 nor more than twenty-eight (28) days a minimum of a two-week period.

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.

In an effort to advance and promote Community Oriented Policing, it is understood officers that are permanently assigned to Day, & Night shifts platoons, will be assigned to permanent zones as much as possible to promote "Zone Ownership". Officers may volunteer for a certain zone but the final decision will rest with the Patrol Commander.

When changes in assignments are necessary, management will be attempt to have them coincide with the beginning of one of the two shift bid periods. (i.e. SOU, Detective 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)

TRIAL PERIOD

This scheduling system will be implemented for a one-year trial period. It will take effect on Jan. 7, 2002, and will be revocable for the 2003 schedule year by either party on or before September 16, 2002. If revoked, the scheduling system will revert back to the one identified in the previous contract and as amended or a new system that is mutually agreed upon prior to October 15, 2002.

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, 5 zone officers and available flex officers.
- Permanent officers in each of these platoons will be scheduled to have every other Friday, Saturday and Sunday off and will not be scheduled to work more than 3 days in a row (excludes: hireback, emergency callback, training, special duty and other similar situations requiring schedule modification).

DAY POWER SHIFT

The day power shift position will be an 8-hour shift with days off assigned according to the schedule matrix.

NIGHT POWER PLATOON

Officer working the night power platoon will be assigned to the schedule matrix.

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 15th 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 three selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
 - Only one non-Corporal patrol officer 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 any single selection period time. 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 at a time, in one 3-day block increment or a combination of a 2-day block and 1 individual day for a total of 3 days. Additional selections may be made with the same rule as the third round selections.
 - The remaining officers and flex officer in each platoon will then bid for vacation time off by seniority as follows:
 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 of 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. Third round selection may be taken in individual days with a 3-day maximum at a time, in one 3-day block increment or a combination of a 2-day block and 1 individual day for a total of 3 days. Additional selections may be made with the same rule as the third round selections.

3. Day Power shift officers will bid between themselves for vacation time. Day Power shift officers may select a maximum of two weeks for their first selection. Once all power shift 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 block increment. Additional selections may be made with the same rule as the third round selections.
4. Night Power shift officers will bid between themselves for vacation time. Night Power shift officers may select a maximum of two weeks for their first selection. Once all power shift 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 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.
5. 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 block increment. Additional selections may be made with the same rule as the third round selections.
6. 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

The SOU officers and the Investigations officers will bid for their vacations in accordance with Police Department Policy number 359.

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/LUNCHESES

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

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

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

RESPONSIBILITY: QUALITY

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

RESPONSIBILITY: CUSTOMER ORIENTATION

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

RESPONSIBILITY: TEAMWORK

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

RESPONSIBILITY: DEPENDABILITY

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

RESPONSIBILITY: MOTIVATION

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

RESPONSIBILITY: JUDGMENT

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

RESPONSIBILITY: SAFETY

- 1** Sometimes forgets or neglects safety needs. Often needs reminders on safety procedures.
- 3** Is concerned with safety. Does not need reminders of safety procedures.
- 4** Thoroughly understands need for safety. Exhibits good safety habits. Occasionally makes safety suggestions.
- 5** 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.)

PATROL OFFICER

SECTION II. CUSTOMER AND SERVICE STANDARDS

WEIGHT

%

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.
2. 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 _____

SIDE LETTER

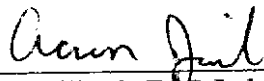
TO THE BARGAINING AGREEMENT EFFECTIVE

MAY 1, 2012 TO APRIL 30, 2015

1. It is understood that the Village's PPO plan option will likely be eliminated on or after May 1, 2014. Should this occur, the FOP accepts this change and it will not be subject to grievance arbitration and/or bargaining.
2. For the term of this bargaining agreement, the parties agree to defer all bargaining regarding the Cadillac Tax or any similar penalties that might be imposed under the Affordable Care Act based on the understanding that such penalties would not take effect until January 1, 2018. The parties agree that this topic will be raised during negotiations for the successor bargaining agreement, and the fact that the parties deferred bargaining regarding the Cadillac Tax until then shall not be used to create a heavier burden of proof than would have existed had the parties discussed the issue during negotiations for the instant collective bargaining agreement.

AGREED this ___ day of _____, 2013:


Village of Carol Stream



Illinois FOP Labor Council

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: October 14, 2013

RE: Recommendation to Award a Contract – Steve Piper & Sons – Tree Trimming Services

In the prior fiscal year Public Works contracted out scheduled tree trimming for the first time and the program, which also provided guaranteed rates for private property services, was very successful. The Village is currently divided into six tree-trimming zones in order to provide a six-year trimming cycle. The area earmarked for trimming this year is Zone 6 (a map of the zone is attached). The current budget provides \$40,000 for the work in Zone 6.

A bid notice was published in the Daily Herald and bid specifications were sent directly to sixteen (16) tree contractors. Only one contractor submitted a bid with the following results:

<u>Vendor Name</u>	<u>Total Price</u>
Steve Piper & Sons	\$23,447.09

The low bidder, Steve Piper & Sons, submitted all of the required bid documents. This company satisfactorily performed the same contract for the Village of Carol Stream last year.

As an added benefit for residents facing the expense of having to deal with tree trimming or removal on their own properties, the Village also asked vendors to provide prices at which they would provide services directly to homeowners in the area where parkway trees are being trimmed. Residents in Zone 6 will receive a mailer advising them that a contractor will be performing tree trimming in their area and that the contractor has committed to pricing for private work thru the end of February. Residents would be free to call the contractor to make their own arrangements, but are under no obligation to utilize this contractor. The resident and contractor would enter into their own contract for private property services. The Village's only involvement is to make the contractor available to residents at pre-established rates.

Staff recommends that the Village Board approve a Motion awarding a contract to Steve Piper & Sons in the amount of \$23,447.09 for tree trimming services.

PARKWAY TREE TRIMMING SERVICES BID FORM (4 pages)

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

Street	# of Trees	Unit Price	Total
Adobe Court	2	\$ 24 ⁰⁰	\$ 48 ⁰⁰
Appache Lane	10	\$ 15 ⁰⁰	\$ 150 ⁰⁰
Arapahoe Trail	37	\$ 48 ⁴¹	\$ 1791 ¹⁷
Arrowhead Trail	61	\$ 30 ³⁰	\$ 1848 ³⁰
Aztec Drive	28	\$ 34 ²⁸	\$ 959 ⁸⁴
Blackhawk Drive	35	\$ 40 ⁰⁰	\$ 1400 ⁰⁰
Carriage Drive	1	\$ 15 ⁰⁰	\$ 15 ⁰⁰
Cherokee Court	10	\$ 24 ⁰⁰	\$ 240 ⁰⁰
Cheyenne Trail	20	\$ 32 ⁰⁰	\$ 640 ⁰⁰
Chippewa Trail	3	\$ 15 ⁰⁰	\$ 45 ⁰⁰
Cochise Court	15	\$ 26 ³³	\$ 394 ⁹⁵
Commanche Lane	9	\$ 28 ⁴⁴	\$ 255 ⁹⁶
Eagle View Drive	5	\$ 24 ⁰⁰	\$ 120 ⁰⁰
El Paso Lane	27	\$ 28 ¹⁵	\$ 760 ⁰⁵
Heather Lane	2	\$ 15 ⁰⁰	\$ 30 ⁰⁰
Hiawatha Drive	1	\$ 63 ⁹⁵	\$ 63 ⁹⁵
Illini Drive	8	\$ 40 ⁰⁰	\$ 320 ⁰⁰
Inca Boulevard	25	\$ 27 ²⁰	\$ 680 ⁰⁰
Indianwood Trail	10	\$ 21 ⁶⁰	\$ 216 ⁰⁰

Street	# of Trees	Unit Price	Total
Iowa court	7	\$ 24 ⁰⁰	\$ 168 ⁰⁰
Kuhn Road	4	\$ 24 ⁰⁰	\$ 96 ⁰⁰
Mohawk Drive	56	\$ 27 ⁵⁰	\$ 1540 ⁰⁰
Mohican Road	2	\$ 32 ⁰⁰	\$ 64 ⁰⁰
Natoma Circle	3	\$ 47 ⁹⁸	\$ 143 ⁹⁴
Pebble Creek Trail	1	\$ 15 ⁰⁰	\$ 15 ⁰⁰
Seminole Lane	34	\$ 36 ⁷¹	\$ 1248 ¹⁴
Shawnee Drive	96	\$ 31 ⁶⁷	\$ 3040 ³²
Silverleaf Blvd	28	\$ 36 ⁰⁰	\$ 1008 ⁰⁰
Sioux Lane	5	\$ 24 ⁰⁰	\$ 120 ⁰⁰
Surrey Drive	2	\$ 15 ⁰⁰	\$ 30 ⁰⁰
Thunderbird Trail	78	\$ 37 ⁴⁴	\$ 2920 ³²
Tomahawk Court	39	\$ 51 ⁶⁷	\$ 2015 ¹³
Yuma Lane	39	\$ 27 ¹⁸	\$ 1060 ⁰²
TOTALS	703		\$ 23447 ⁰⁹

BID FORM CONTINUED ON NEXT PAGE

ADDITIONAL WORK (Tree Removal)

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

Tree Size (DBH)	Cost
Less than 5" DBH	\$ 17 ⁰⁰ / DBH
5.0 inches to 10 inches DBH	\$ 15 ⁶⁰ / DBH
10.1 inches to 15 inches DBH	\$ 16 ⁷⁰ / DBH
15.1 inches to 20 inches DBH	\$ 21 ⁷⁵ / DBH
20.1 inches to 25 inches DBH	\$ 25 ⁹⁰ / DBH
25.1 inches to 30 inches DBH	\$ 33 ⁶⁰ / DBH
Over 30 inches	\$ 37 ⁷⁵ / DBH

ADDITIONAL WORK (Private Participation Program)

Item	Category	Description	Cost
1a	Private Participation Program – Tree Trimming	Cost per D.B.H.	\$ 20 ⁰⁰
1b	Private Participation Program – Tree Removal	Cost per D.B.H.	\$ 25 ⁰⁰
1c	Private Participation Program – Stump Grinding *	Stump Grinding	\$ 6 ⁰⁰ / DBH

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

Rates for services listed for initial contract period will not increase more than 3 % for the fiscal year 2014/2015 trimming cycle. At its sole discretion, the Village of Carol Stream may extend the contract for the trimming cycle in fiscal year May 1, 2014 through concluding April 30, 2015.

Certified Arborist: DAVE ENGELHARDT
Name

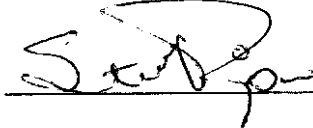
IL-1577A
Number

Contractor: STEVE PIPER AND SONS

Address: 31W 320 Ramm DR.

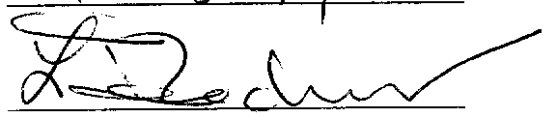
NAPERVILLE IL 60564

Phone: 630-898 6050 Date: 10/8/2013

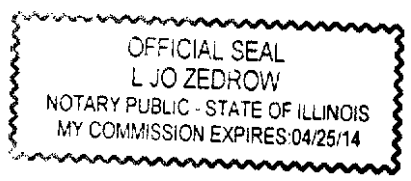
Signature: 

Subscribed and sworn before me on this 8th day of October 2013.

MY COMMISSION EXPIRES:

4-25-14


NOTARY PUBLIC



END OF BID FORM

Steve Piper & Sons, Inc.
31W320 Ramm Drive
Naperville, Illinois 60564
(630) 898-6050 Fax:(630) 898-6191

Equipment List

- 1 – Morbark Model 2400XL chipper – 2001
- 3 – Morbark Model 13 chippers – 1999, 2001,
- 1 – Morbark Model 15 chippers—2009, 2012
- 1 – 2001 IH 4900 with a 35 cubic yard dump body – 2001
- 4 – 18 cubic yard chip trucks – 1- 1992 IH, 1 – 1995 IH, 1 – 1996 IH, 1 – 1988 Mack
- 3 – 10 cubic yard chip trucks – 1 – 2000 Ford F550 & 2 – 2003 Ford F550
- 3 – 57 ft. working height Hi Rangers – 1991, 1996, 1997 IH trucks
- 4 – Utility trucks – 2007 Ford F150, 2003 Chevy 2500, 1998 Chevy 2500, 1996 Chevy
- 1 – IH tractor with a 60 cubic yard semi dump trailer – 1991
- 1 – 110 cubic yard McClain Walking Floor Trailer
- 1 – Barco 80 crane/log loader Semi Trailer mounted
- 1 – Prentice 120 crane/ log loader on a 1995 Peterbilt
- 1 – Carlton Model 8018 track style Stump Cutter – 2005
- 1 – Vermeer SC752 Stump Cutter – 2009
- 1 – Carlton Model 4400 Stump Cutter - 2003
- 2 – New Holland Skidsteer LS180 W/ Attachments – 2003
- 1- Ditch Witch 3500 Tree Root Pruner
- 1- Duratech 10Ft Tub Grinder
- 1- Morbark Model 1200 Tub Grinder with a 12 Ft Tub
- 1 – Morbark Model 1300 Tub Grinder with a 13 Ft Tub
- 1 – Volvo L50C Front End Loader
- 1 – Cat IT18B Front End Loader
- 1 – Cat 920 Front End Loader
- 1 – Cat 955L Front End Loader
- 10 – Equipment Trailers (various sizes)

All equipment listed above is owned by Steve Piper & Sons, Inc. and is available for use on this contract. All operators have 10+ years experience.

I certify that all information on this form is to be true and correct.

Attest:



By:



Steve Piper - President

REFERENCE LIST

(Please make additional copies of this sheet if needed)

Village/City: VILLAGE OF CAROL STREAM
Contact: DIRECTOR PUBLIC WORKS Phone: _____
Type & Date of Work: TREE TRIMMING 2012

Village/City: PARK RIDGE
Contact: TONY GLOIT Phone: 847 318 5231
Type & Date of Work: ON GOING CONTRACT
TREE REMOVAL


Village/City: GLEN ELLYN
Contact: JULIUS HANSEN Phone: 630-547 5515
Type & Date of Work: TREE TRIM & TREE REMOVAL
2012-2013

Village/City: LAKEVIEW
Contact: JACK MITZ Phone: 630 420 6101
Type & Date of Work: TREE REMOVAL ON GOING
CONTRACT

**CERTIFICATE OF ELIGIBILITY TO CONTRACT
MUST BE COMPLETED AND RETURNED WITH BID FORM**

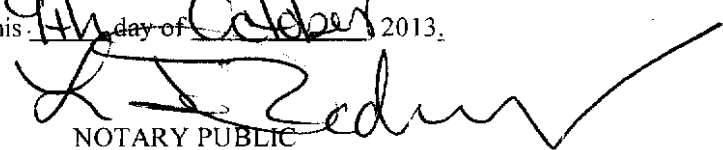
STEVE PIPER AND SONS (Contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 10/8/2013


Steve Piper PRESIDENT
Contractor

SUBSCRIBED and SWORN TO before me

this 9th day of October 2013.


NOTARY PUBLIC



PUBLIC CONTRACTORS - WRITTEN SEXUAL HARASSMENT POLICY
MUST BE COMPLETED AND RETURNED WITH BID FORM

STEVE PIPER AND SONS, ("Contractor"), having submitted a bid
(Name of Contractor)

for Parkway Tree Trimming Services to the Village of Carol Stream on

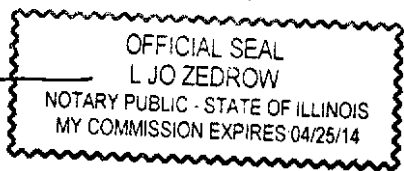
10/14/2013 2013, hereby certifies that said Contractor has a written Sexual
(Date)

Harassment Policy in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature] STEVE PIPER
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me this 9th day of October, 2013.

[Signature]
Notary Public



Lori Mantuano ~~197-116~~ 197-116
*Steve Piper & Sons, Inc. 31W320 Ramm Dr.
Naperville IL 60564 630-898-6050
Lori@stevepiperandsons.com
DuPage County
Will

Illinois Department of Agriculture
EMERALD ASH BORER COMPLIANCE AGREEMENT

Steve Piper & Sons, Inc.

Contact Name: Mr./Ms. MS. LORI MANTUANO

Mailing Address: Street 31W320 Ramm Dr City/Town Naperville State IL Zip code 60564
Telephone: 630-898-6050 Fax: 630-898-6191 E-mail: Lori@stevepiperandsons.com
County Will

Disposal or Processing Yard Location (if different than mailing address above): Street Same as above
City/Town Naperville IL Zip code 60564 County Will

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

*"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title

Lori A. Mantuano

Date Signed

1/5/10

State Agency Official Signature

Juliana Heminghaus

Compliance Agreement No:

197-116

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488




Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.illinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementV1.doc]

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: October 18, 2013

RE: Recommendation to Enter Into an Engineering Services Agreement for Design and Bid Assistance Services –WRC Phase II Aeration System Improvements – Baxter & Woodman

In mid-2010 a contract was awarded for construction of Phase I WRC Aeration System Improvements, which included installation of a new energy-efficient turbo-blower, probes in the aeration basins and SCADA upgrades. The aeration system improvements were completed in mid-2011 and energy savings and operational benefits have been considerable since then.

In December 2010 a Facility Inspection Report was finalized by consulting engineers Baxter & Woodman which evaluated the major processes at the treatment plant for purposes of establishing a long-term capital improvement program. The highest priority established through that report was rehabilitation of the head works process, which was completed in early 2013. The second highest priority is Phase II aeration system improvements, which includes:

- Install one high speed turbo-blower to provide aeration and mixing to the aeration tanks.
- Install airflow meters, motorized valve operators, and air distribution controls to Aeration Tanks 4-6. Nine (9) meters and nine (9) valves are needed to separate these tanks into zones.
- Install one (1) air control valve and airflow meter to Aeration Tanks 1-3.
- Install (1) air control valve and airflow meter to the grit tank for control of the aerated grit system.
- Install ammonium probes in the upstream and downstream ends of the aeration tanks. Program the aeration system to provide feed-forward control and ammonium monitoring.
- Install conduit and wiring to existing Dissolved Oxygen probes to eliminate radios.

Staff has met with engineering consultant Baxter & Woodman to define a scope of services for design engineering and bid assistance. Baxter & Woodman was selected based upon their considerable experience in designing many of the current plant processes, their completion of the Facility Inspection Report, their successful work in design and installation of the Phase I Aeration Systems Improvement Project, and their success in securing grant funds for that phase.

Baxter & Woodman has already invested time in meeting with Village staff and the contract operator of the treatment plant (OMI) to establish the project scope and the various options which should be considered in the design and bidding phases. As a result, the project will be designed with three (3) alternates to allow the Village to select the most cost-effective project. The engineers will also apply for funding through Illinois DCEO in hopes of receiving grant funding such as was received for Phase I.

Staff and the Village Attorney have reviewed the attached proposed Engineering Services Agreement (ESA) for design and bid assistance for the WRC Aeration System Improvements Phase II. The agreement provides for the following services to be provided by Baxter & Woodman:

- Administration and meetings
- Project management
- Analysis of existing aeration system
- Process design considerations - Aeration tanks, blowers, plant operation and controls
- Grant application
- Final design
- Agency submittals
- Final opinion of probable cost
- Construction documents
- Assistance during bidding

Staff recommends that the Village Board approve a motion authorizing the Village to enter into an Engineering Services Agreement with Baxter & Woodman, Inc., Consulting Engineers, for Engineering Design and Bid Assistance Services for the Phase II WRC Aeration System Improvements in the amount of \$72,500.00.

Attachment

VILLAGE OF CAROL STREAM, ILLINOIS
WRC AERATION SYSTEM IMPROVEMENTS - PHASE 2

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this 21st day of October 2013, by and between the Village of Carol Stream, Illinois, hereinafter referred to as the Village, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for engineering services required by the Village for the WRC Aeration System Improvements – Phase 2, hereinafter referred to as the Project.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The Project consists of aeration system improvements, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Engineers shall provide professional services for the Project. These services will include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering, as enumerated in Exhibit B, attached hereto.

SECTION 2. The Village shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

2.1 The Engineers' fee for the professional services described in Exhibit B Sections 1 through 10 shall be a lump sum amount of \$72,500, Engineers' Project No. 120338.30.

SECTION 3. The parties hereto further mutually agree:

3.1 The Engineers may submit requests for monthly progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Village shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are

caused by the negligent acts, errors or omissions, or misconduct of the Engineers, its officers, agents, employees or subcontractors.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineers and the Village they shall be borne by each party in proportion to its negligence.

The Village and Engineers agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the Project, the Engineers shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Engineers' performance of services under this Agreement. The Engineers shall furnish the Village with certificates of insurance naming the Village and its officers, agents and employees as additional insureds on a primary and non-contributory basis on the Engineers' general liability, automobile liability and excess umbrella insurance policies. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to issue certificates on its behalf and to the certificates of insurance, shall provide that the coverage shall not be cancelled, modified or reduced without 30 days' prior written notice to the Village. All policies shall be with insurance companies with a rating of A- or above. The Village reserves the right to request complete, certified copies of the insurance policies. The Engineers' insurance required herein shall be primary coverage in all respects and in regard to the Village, its officers, agents and employees. In regards to the Worker's Compensation coverage, the insurer shall agree to waive all rights of subrogation against the Village its officers, agents and employees for losses arising from work performed by the Engineers for the Village. The limits of liability for the insurance required by this Subsection are as follows:

- | | | |
|-----|---------------------------|-------------------------|
| (1) | Worker's Compensation: | Statutory Limits |
| (2) | General Liability | |
| | Per Claim: | \$1,000,000 |
| | Aggregate: | \$2,000,000 |
| (3) | Automobile Liability | |
| | Combined Single Limit: | \$1,000,000 |
| (4) | Excess Umbrella Liability | |
| | Per Claim and Aggregate: | \$5,000,000 |
| (5) | Professional Liability | |
| | Per Claim and Aggregate: | \$5,000,000/\$5,000,000 |

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineers and their officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through

or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Engineers or their officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the liability limits of Engineers' insurance policies applicable thereto, excluding all payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal. The limitation regarding insurance shall only be applicable if the claims, losses, costs or damages are covered by the Engineers insurance policies and the Engineers keep in place the insurance policies set forth in Section 3.4.

3.6 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement. The Engineers shall perform all services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principals and in a manner consistent with the level of care, skill and diligence normally employed by professional engineers performing the same or similar services and practicing in the Chicago metropolitan area..

3.7 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Engineers shall be furnished without the written authorization of the Village.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Engineers, and the Village shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A, as applicable.

3.10 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.11 To the extent required by law, the Engineers agree to comply with the provisions of the Employment of Illinois Workers on Public Works Act, and to comply with all other provisions of Illinois law, which affect the persons who perform work and the conditions under which their work takes place. In the event that the terms of this Agreement, or the actions of the Engineers are found to have not complied with the law, then the Engineers shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorneys' fees and penalties.

3.12 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

3.13 This Agreement shall be governed, and interpreted in accordance with the laws of the State of Illinois and that venue shall be in the Circuit Court of DuPage County and the parties consent to jurisdiction of said court for any action or proceeding.

3.14 Engineers certify that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.

3.15 All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works
 Village of Carol Stream
 500 North Gary Avenue
 Carol Stream, Illinois 60188

If to Engineers: Baxter & Woodman, Inc.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF CAROL STREAM, ILLINOIS

By: _____
Vice President/COO

By: _____
Mayor

Date of Signature

Date of Signature

[SEAL]

ATTEST:

ATTEST:

Deputy Secretary

Clerk

Attachment

VILLAGE OF CAROL STREAM, ILLINOIS
WRC AERATION SYSTEM IMPROVEMENTS - PHASE 2

EXHIBIT A

PROJECT DESCRIPTION

The aeration system at the Village's Water Reclamation Center (WRC) uses eight blowers to aerate six activated sludge tanks, two digesters and one grit tank. The WRC Capital Improvements Plan dated November 3, 2010 identified a series of projects to upgrade the aeration system to lower energy consumption and improve operations. A phased program of improvements is being considered by the Village for these improvements. Phase 1 of the project included replacing one 250 hp centrifugal blower with a turbo blower and installing dissolved oxygen probes at three locations. Phase 2 of the Project includes the following:

- Install one high speed turbo blower to provide aeration and mixing to the aeration tanks.
- Install airflow meters, motorized valve operators, and air distribution controls to Aeration Tanks 4-6. Nine (9) meters and Nine (9) valves are needed to separate these tanks into zones.
- Install one (1) air control valve and airflow meter to Aeration Tanks 1-3
- Install (1) air control valve and airflow meter to the grit tank for control of the aerated grit system.
- Install ammonium probes in the upstream and downstream ends of the aeration tanks. Program the aeration system to provide feed-forward control and ammonium monitoring.
- Install conduit and wiring to existing Dissolved Oxygen probes to eliminate radios.

The project will be designed with three (3) Alternates to allow the Village to select a cost effective project within their capital improvements budget. The Engineers shall also apply for funding through Illinois DCEO.

VILLAGE OF CAROL STREAM, ILLINOIS
WRC AERATION SYSTEM IMPROVEMENTS - PHASE 2

EXHIBIT B

SCOPE OF SERVICES


DESIGN PHASE SERVICES

1. ADMINISTRATION & MEETINGS – Confer with the Village's Director of Public Works, and his staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
2. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.
3. ANALYSIS OF EXISTING AERATION SYSTEM – Review existing information as provided by the Village on aeration requirements, diffusers, air piping, air control valves, and blowers.
4. PROCESS DESIGN CONSIDERATIONS - The preliminary design of this Project shall consider and include, but not be limited to, the following:
 - AERATION TANKS – Verify aeration requirements for individual aeration tanks, grit tank and aerobic digesters.
 - BLOWERS – Using the loading and air requirement information from the existing Basis of Design provided by the Village, determine blower requirements for the activated sludge system, aerobic digesters and grit tank. Size and select blowers and propose where they should be located.
 - PLANT OPERATION – Develop a means to keep plant in operation during construction of proposed improvements.
 - CONTROLS – Outline the automatic control system to adjust the air delivery to the aeration tanks and a means to keep plant in operation during construction of proposed improvements.
5. GRANT APPLICATION – Coordinate with the DCEO on the previously submitted pre-application for a municipal project incentive grant.
6. FINAL DESIGN - Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the Village and Specifications which will be prepared in conformance with the format of the Construction Specification Institute. Include three alternate bids to allow the Village to select the most cost effective project within their capital budget.
7. AGENCY SUBMITTALS - Submit the Design Documents to the IEPA for their review and approval for the Village to construct and operate the Project. Furnish the Village with three (3) sets of the Design Documents approved by IEPA.

8. FINAL OPINION OF PROBABLE COST - Prepare an opinion of probable construction cost based on the Design Documents approved by IEPA.
9. CONSTRUCTION DOCUMENTS - Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
10. ASSISTANCE DURING BIDDING - Assist the Village in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: October 16, 2013

RE: Chapter 6: Building Construction and Maintenance Codes, Article 14: DuPage County Countywide Stormwater and Flood Plain Ordinance of the Carol Stream Code of Ordinances – Proposed Text Amendments

On July 16, 2012 the Village Board adopted Ordinance No. 2012-07-27 amending various sections of the Village Code pertaining to the DuPage County Countywide Stormwater And Flood Plain Ordinance (Stormwater Ordinance) including General Certifications (GCs). Due to the County recently approving an additional GC Village Staff thought it would be appropriate to revise the above referenced section to allow for adoption of additional GCs without having to amend the Stormwater Ordinance. Instead the Board would adopt them by a separate ordinance. See attached Ordinance prepared by the Village Attorney.

It is recommended the Village approve this Ordinance amending Chapter 6: Building Construction and Maintenance Codes, Article 14: DuPage County Countywide Stormwater and Flood Plain Ordinance of the Carol Stream Code of Ordinances.

Cc: James Rhodes, Village Attorney
Robert Glees, Community Development Director
Phil Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6: BUILDING CONSTRUCTION AND MAINTENANCE CODES, ARTICLE 14, SECTION 1 ADOPTION OF VARIOUS PROVISIONS OF THE DUPAGE COUNTY COUNTYWIDE STORMWATER AND FLOOD PLAIN ORDINANCE OF THE CAROL STREAM CODE OF ORDINANCES

WHEREAS, on the 14th day of January 1992, the Mayor and Board of Trustees of the Village of Carol Stream passed Ordinance No. 92-01-03, "**An Ordinance Adopting Various Provisions of the County of DuPage Countywide Stormwater and Floodplain Ordinance (the Stormwater Ordinance)** ..." which was subsequently amended on March 10, 1992 by Ordinance No. 92-03-26, on August 1, 1994 by Ordinance No. 94-08-63, on May 6, 1996 by Ordinance No. 96-05-32, on February 2, 1998 by Ordinance No. 98-02-05, on July 19, 1999 by Ordinance No. 99-07-42, on June 19, 2006 by Ordinance No. 2006-06-28; on June 2, 2008 by Ordinance No. 2008-06-26; on July 16, 2012 by Ordinance No. 2012-07-25; and on May 20, 2013 by Ordinance No. 2013-05-21 and which Ordinance and its amendments have been adopted as an integral part of Article 14, Section 6-14-1 of the Carol Stream Code of Ordinances; and

WHEREAS, Section 15-32 of the Stormwater Ordinance establishes that General Certifications (GCs), which when found to be applicable to the particular circumstances of certain developments, shall serve in lieu of the Stormwater Management Certification currently required for all development activity; and

WHEREAS, the County has, from time to time, adopted the GCs by Ordinances of the DuPage County Board; and

WHEREAS, the Mayor and Board of Trustees desire to provide for the approval of GC's by the Village.

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 Chapter 6, Article 14, Section 1 (ADOPTION OF VARIOUS PROVISIONS OF THE DUPAGE COUNTY COUNTYWIDE STORMWATER AND FLOOD PLAIN ORDINANCE), Item (B) of the Carol Stream Code of Ordinances shall be amended as follows:

(B) Section 15-32 of the Stormwater Ordinance establishes that General Certifications (GCs) which when found applicable to the particular circumstances of a development, will serve as the Stormwater Management Certification for the development activity and may provide clarification or interpretation of technical requirements. GCs are intended to address common and generally low impact development, reducing submittal requirements, design costs and public burden to apply for Certification and review such development cases and the DuPage County Stormwater Management Division, DuPage County municipal engineers and DuPage County stormwater stakeholders have developed a set of GCs for the Stormwater Ordinance. GCs shall be adopted by the Mayor and Board of Trustees by separate ordinance of the Village and shall where applicable serve as the Stormwater Management Certification for the development activity and may provide clarification or interpretation of technical requirements.

SECTION 2: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER, 2013

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: October 16, 2013

RE: Ordinance Adopting General Certifications (GCs) for Chapter 15 of the Revised DuPage County Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance)

The Village Board adopted Ordinance No. 2012-07-26 on July 16, 2013 adopting the GCs in the Stormwater Ordinance. The County recently approved an additional GC Pertaining to the Elevation of Existing Buildings in Flood Plains. As with the other GCs this one will serve as the Stormwater Management Certification and may provide clarification or interpretation of technical requirements and are intended to address common and generally low impact development, reducing submittal requirements, design costs and public burden to apply for Certification and review such development cases.

Specifically the GC applies to elevation of existing buildings located within the regulatory floodway, flood plain or buffer, but not in a wetland. Applicants seeking to use this GC shall submit a stormwater management certification application with the required supporting information and obtain a building permit or other local jurisdiction authorization prior to commencing a proposed development activity.

Attached is the Ordinance prepared by the Village Attorney and the GC. It is recommended the Village approve this Ordinance adopting this additional GC (Pertaining to the Elevation of Existing Buildings in Flood Plains) for Chapter 15 of the Stormwater Ordinance.

Cc: James Rhodes, Village Attorney
Robert Glees, Community Development Director
Phil Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING GENERAL CERTIFICATIONS (GCS)
FOR CHAPTER 15 OF THE REVISED DUPAGE COUNTY
COUNTYWIDE STORMWATER AND FLOODPLAIN ORDINANCE
(STORMWATER ORDINANCE)**

WHEREAS, on the 14th day of January 1992, the Mayor and Board of Trustees of the Village of Carol Stream passed Ordinance No. 92-01-03, "**An Ordinance Adopting Various Provisions of the County of DuPage Countywide Stormwater and Floodplain Ordinance (the Stormwater Ordinance)** ..." which was subsequently amended on March 10, 1992 by Ordinance No. 92-03-26, on August 1, 1994 by Ordinance No. 94-08-63, on May 6, 1996 by Ordinance No. 96-05-32, on February 2, 1998 by Ordinance No. 98-02-05, on July 19, 1999 by Ordinance No. 99-07-42, on June 19, 2006 by Ordinance No. 2006-06-28; on June 2, 2008 by Ordinance No. 2008-06-26; on July 16, 2012 by Ordinance No. 2012-07-25; and on May 20, 2013 by Ordinance No. 2013-05-21 and which Ordinance and its amendments have been adopted as an integral part of Article 14, Section 6-14-1 of the Carol Stream Code of Ordinances; and

WHEREAS, Section 15-32 of the Stormwater Ordinance establishes that GCs, which when found to be applicable to the particular circumstances of certain developments, shall serve in lieu of the Stormwater Management Certification currently required for all development activity; and

WHEREAS, GCs provide clarification and, or, interpretation of technical requirements and are intended to address common and typically low impact development; and

WHEREAS, GCs are intended to promote development and improve regulatory efficiency by reducing the developer's submittal requirements in qualifying situations,

lowering design costs and simplifying the existing certification review process; and

WHEREAS, the County adopted the GCs by Ordinance OSM-002-12 on April 24, 2012; and

WHEREAS, the Village adopted those GCs by Ordinance No. 2012-07-26 on July 16, 2012; and

WHEREAS, the County has adopted additional GCs by Ordinance OSM-002-13 on September 10, 2013; and

WHEREAS, the Mayor and Board of Trustees find that the adoption of the additional GCs set forth in Appendix A attached hereto in the best interest of the Village and its residents.

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 General Certifications set for in Appendix A attached hereto are hereby adopted.

SECTION 2: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER, 2013

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Adopted: October 21, 2013
Effective: October 22, 2013

**DUPAGE COUNTY STORMWATER MANAGEMENT
421 N. COUNTY FARM ROAD
WHEATON, IL 60187**

GENERAL CERTIFICATION NO. _____

**PERTAINING TO THE ELEVATION OF EXISTING BUILDINGS IN
FLOOD PLAINS**

PURPOSE

Pursuant to Article IV, Section 15-32, of the DuPage County Countywide Stormwater And Flood Plain Ordinance (Ordinance) the Director, or the Administrator in a Waiver Community, may issue General Certifications (GCs) which, when found applicable to the particular circumstances of a development, will serve as the Stormwater Management Certification for the development activity, or a portion of the development activity. The purpose of a GC under the Ordinance is to provide a simplified and expeditious means to review and certify activities that meet the requirements of the Ordinance by following the specified terms and conditions described within the GC. This GC provides certification under the Ordinance and is only valid upon approval by the Director or Administrator for a specific project. The Director or Administrator shall make the final determination as to whether a project meets all the terms and conditions of this GC. If a project does not meet all of the terms and conditions of this GC, an individual certification shall be required per the Ordinance. This GC shall remain in effect until such time that it is modified, suspended or revoked by the Director or Administrator.

APPLICABILITY

This GC applies to elevation of existing buildings located within the regulatory floodway, flood plain or buffer, but not in a wetland. Applicants seeking to use this GC shall submit a stormwater management certification application with the required supporting information and obtain a building permit or other local jurisdiction authorization prior to commencing a proposed development activity.

COORDINATION WITH OTHER AGENCIES

This GC does not supersede nor relieve any responsibility to obtain other federal, state or local permits or jurisdictional authorizations.

Adopted: October 21, 2013
Effective: October 22, 2013

GENERAL CONDITIONS

1. The applicant shall comply with all rules, regulations and provisions of the Ordinance unless specifically modified or specified in this GC.
2. The minimum stormwater submittal and design requirements shall be as delineated below in the Submittal Requirements and the Special Conditions & Design Requirements sections of this GC. Other items may be required by the Director or Administrator to demonstrate compliance with the Ordinance.
3. In a non-waiver or partial waiver community, authorization is required from the Director for work in wetland buffers excluding turf grass area buffers and foundation planting beds. If required by the Director or Administrator in a Complete Waiver Community, site buffer boundaries shall be demarcated in the field and verified by an Environmental Scientist representing the County or Community. Mitigation measures for direct and indirect impact to buffer or wetland may be required as directed by the Director or the Administrator in a Complete Waiver Community.
4. All disturbed areas are to be seeded, sodded, or planted with other vegetation as approved by the Director or Administrator; if seeded, the restored area must be protected with erosion control measures until the vegetation has been established and the ground is stabilized.
5. Minor temporary stockpiling of materials or fills within the flood plain may be allowed. The Director or Administrator may place limits on how long and where the temporary stockpiling can take place.
6. Construction activities shall commence within one hundred eighty (180) calendar days after the issuance of any local permit or jurisdictional authorization otherwise this GC shall be null and void. If in the opinion of the Director or the Administrator conditions existed beyond the control of the applicant preventing construction activities to commence, additional time may be granted beyond the one hundred eighty (180) calendar day time limit.
7. A certification under this GC expires one (1) year following the date of certification issuance unless extended in accordance with Section 15-32 of the Ordinance.
8. A security as required in accordance with Article VI of the Ordinance may be waived by the Director or Administrator.

SPECIAL CONDITIONS & DESIGN REQUIREMENTS

The following conditions and minimum design requirements must be met for this GC unless waived by the Director or Administrator:

1. There shall be a pre-application meeting with the Director or Administrator to establish the FPE in accordance with the Ordinance.
2. Consultation with an environmental scientist will be required for work in or impacts to buffers unless the work or impact has been determined by the Director or Administrator in a Complete Waiver Community to be minor.
3. The construction shall not result in any change in existing ground elevations.
4. The elevated building must comply with Section 15-81.B of the Ordinance.
5. The outside wall of any new foundation shall be located within 10' of the outside of an existing foundation wall. The area added to the existing structure shall not exceed 150 square feet.

Adopted: October 21, 2013
Effective: October 22, 2013

6. Existing basements or crawl spaces must be filled in to meet the existing grades surrounding the existing building. The new foundation must be flood vented in accordance with section 15-81.B of the Ordinance.
7. Stairs and utility supports for elevated buildings shall be open to the flow of water below the FPE.
8. The location of the structure shall remain substantially the same. Footprints of existing structures within the regulatory floodway cannot be enlarged per Section 15-82.A.8 of the Ordinance and the location of the structure must remain the same, or in a place where the hydraulics of the regulatory floodway are improved.
9. Compensatory storage shall not be required for the construction of the new foundation.

SUBMITTAL REQUIREMENTS

The applicant shall provide the Director or Administrator with a minimum of the following information unless waived by the Director or Administrator:

1. Stormwater certification application form.
2. Project description.
3. An exhibit to an engineering scale annotated to show the limit of the proposed development contemplated; limits of any floodway and flood plain, verified wetland boundaries, or buffers; and planned access routes.
4. Elevation of the existing lowest floor of the building to be raised.
5. Elevation of the proposed lowest floor of the building.
6. Representative photographs of the building to be elevated.
7. Foundation plans, including the size, area, location and elevation of all flood openings; interior and exterior grades; and square footage of enclosed areas subject to flooding.
8. Construction details including type, material and dimensions.
9. A soil and erosion control plan meeting the requirements of the Ordinance.
10. A restoration plan, if required.
11. FEMA DFIRM and DuPage County RFM maps, with site location identified.
12. Copies of all applicable federal, state, and local permits, or appropriate delegation letters.
13. Following completion of construction, a post construction elevation certificate, along with representative as-built photographs of the structure.

APPROVED:

Anthony J. Charlton, P.E.
Director of Stormwater Management
DuPage County

Date

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Chief Kevin Orr

FROM: Sgt. Glenn Harker

DATE: 10/08/2013

RE: Surplus vehicles for auction

Request to declare two seized vehicles awarded to Village as surplus for sale via the America's Auto Auction INC.

The two seized vehicle below have been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like these vehicles declared as surplus so that they can go to auction.

- | | | |
|----|--------------------|-------------------|
| 1) | 2008 Dodge Caliber | 1B3HB28B48D695457 |
| 2) | 1995 Ford Aerostar | 1FMDA31X8SZA18302 |

RESOLUTION NO. _____

**A RESOLUTION DECLARING SURPLUS PROPERTY
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property hereinafter described; and

WHEREAS, the described surplus property has been determined by the corporate authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare and dispose of the surplus property described below.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property:

- | | |
|-----------------------|-------------------|
| 1. 2008 Dodge Caliber | 1B3HB28B48D695457 |
| 2. 1995 Ford Aerostar | 1FMDA31X8SZA18302 |

now owned by the Village of Carol Stream, is no longer useful and authorize the sale by auction per the attached memorandum dated October 8, 2013.

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

PASSED AND APPROVED THIS 21st DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Trustees
FROM: Frank Saverino, Sr., Mayor *FSR*
DATE: October 10, 2013
RE: Appointment - Board of Fire and Police Commissioners

A vacancy currently exists on the Board of Fire and Police Commissioners (BFPC). The BFPC is a three member body created by state statute (65ILCS 5/10-2.1). In Carol Stream, the BFPC is responsible for the recruitment and hiring of new Police Officers and the promotion of Police Officers to the position of Sergeant. In addition, the BFPC may hear disciplinary cases for sworn personnel up to and including dismissal. Collective bargaining agreements for Police Officers and Sergeants also allow disciplinary matters to be heard before an arbitrator. Chapter 3, Article 2 of the Code of Ordinances sets forth local regulations for the BFPC.

The vacancy has been created by the sudden passing of John Kauffman, a long-time Commissioner and Chairperson of the BFPC. The other two Commissioners Mike Traficanti and Kirby Williams have served twenty-two and nine months respectively. An appointment needs to be made to ensure that the BFPC can continue to conduct business as required. Oral interviews for Police Officer candidates are tentatively scheduled for November with the intent of placing successful candidates in an upcoming slot in the training academy.

I am recommending the appointment of former Trustee Pam Fenner to fill the unexpired term of Mr. Kauffman. The term expires on April 30, 2015. Like the Village Board, terms on the BFPC are staggered. The terms of Mr. Traficanti and Mr. Williams expire on April 30, 2016 and April 30, 2014 respectively. Former Trustee Fenner has experience chairing meetings and was previously Mayor Pro-Tem as senior Trustee on the Village Board. I believe the skills demonstrated during her tenure on the Village Board will prove valuable on the BFPC. Your concurrence with this appointment is requested.

cc: Pam Fenner

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort, Secretary *AD*
DATE: October 16, 2013
RE: Spring Trail Elementary School PTO
Request for Waiver of Fee for Sound Amplification Permit

Spring Trail Elementary School PTO has submitted an application for a sound amplification permit. They will be hosting a Tiger Trot 5K Run on Sunday, October 20, 2013 at Bierman Park from 7:00 am to 12:00 pm and will be using a PA system from 9:00 am – 12:00 pm.

Attached is a letter from the school requesting a waiver of the \$25 fee in connection with the amplification permit. This will be their third year hosting this event and the fee has been waived in previous years. Both the school and the PTO are non-profits organizations.

Please place this on the agenda for the Monday, October 21, 2013 Board Meeting for the Board's review and consideration.

Thank you.

Attachment

Spring Trail Elementary School PTO
1384 Spring Valley Dr.
Carol Stream, IL 60188
www.springtrailpto.org



October 14, 2013

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899

To Whom It May Concern:

Enclosed is an application for a Sound Amplifier Permit for Spring Trail Elementary School on October 20, 2013. The Spring Trail Elementary PTO is hosting a Tiger Trot 5K fundraiser around Bierman Park on Woodlake Dr; and we hope to have announcements at the event.

The purpose of this family and community fundraising event is to allow families to promote health awareness in the school and to raise funds to enrich the learning environment at Spring Trail Elementary via the Spring Trail PTO's 5K.

If possible, we would like to ask that the \$25 permit fee be waived due to the fact that both the school and the PTO are non-profit organizations. If needed the PTO's 501 (c)(3) status TIN is 26-2676367.

We appreciate your time in reviewing our application for the Sound Amplifier Permit. If you have any questions feel free to contact me at 630.253.2484.

With Sincerest Appreciation,

A handwritten signature in black ink that reads "Tricia Weithofer". The signature is written in a cursive, flowing style.

Tricia Weithofer
PTO President
Spring Trail Elementary School
1384 Spring Valley Drive
Carol Stream, IL 60188

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on October 21, 2013

AGENDA ITEM
L-1 10-21-13

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
SERV FRM 9/16- 10/15 2013	439.71	01650100-52230	TELEPHONE	630Z57651909SEPT/13	
	<u>439.71</u>				
ADVANCED WEIGHING SYSTEMS INC					
PARTS PORT SCALE	175.00	01662300-53350	SMALL EQUIPMENT EXPENSE	16084	
	<u>175.00</u>				
AIMPRO TACTICAL					
MCGUIRE,BABOR,O'BRIEN	855.00	01662700-52223	TRAINING	ARMORER CRS	
	<u>855.00</u>				
AIRGAS SAFETY INC					
HARNESS/LANYARD #89	605.32	01670700-53350	SMALL EQUIPMENT EXPENSE	9019288691	
	<u>605.32</u>				
ALPHA BUILDING MAINTENANCE SERVICE INC					
JANITORIAL SRV 5/13	950.00	01680000-52276	JANITORIAL SERVICES	14195 VCS	20140012
JANITORIAL SRV 8/13	480.00	01670100-52276	JANITORIAL SERVICES	14195 VCS	20140012
JANITORIAL SRV 9/13	480.00	01670100-52276	JANITORIAL SERVICES	14267 VCS	20140012
JANITORIAL SRV 9/13	950.00	01680000-52276	JANITORIAL SERVICES	14267 VCS	20140012
	<u>2,860.00</u>				
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX MERCHANT FEES SEPT/2013	9.45	04103100-52221	UTILITY BILL PROCESSING	857-3 SEPT/13	
AMEX MERCHANT FEES SEPT/2013	9.45	04203100-52221	UTILITY BILL PROCESSING	857-3 SEPT/13	
AMEX MERCHANT FEES SEPT/2013	36.69	04103100-52221	UTILITY BILL PROCESSING	969-3 SEPT/2013	
AMEX MERCHANT FEES SEPT/2013	36.69	04203100-52221	UTILITY BILL PROCESSING	969-3 SEPT/2013	
	<u>92.28</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMERICAN FIRST AID					
1ST AID SUPPLIES	24.78	01670100-53317	OPERATING SUPPLIES	157808	
RE-STOCK SUPPLIES	63.02	01650100-53317	OPERATING SUPPLIES	151822	
	<u>87.80</u>				
AMERICAN MESSAGING					
SERV FOR SEPT/13	6.94	01662600-52243	PAGING	U1113407NI	
SERV FOR SEPT/13	20.82	01662500-52243	PAGING	U1113407NI	
	<u>27.76</u>				
AMERICAN ROAD MAINTENANCE					
	840.16	11-21344	RETAINAGE AMERICAN ROAD MAIA	14968	20140002
REJUVENATOR CONTRACT 13/14	40,328.08	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	A14968	20140002
	<u>41,168.24</u>				
AREA BLACK SOIL INC					
BLACK DIRT	98.00	04201600-53317	OPERATING SUPPLIES	8589	
	<u>98.00</u>				
ARGUS HAZCO					
GAS MONITOR	666.59	04101500-54412	OTHER EQUIPMENT	06006081	
SENSOR	110.00	04101500-53317	OPERATING SUPPLIES	06006085	
	<u>776.59</u>				
ARMBRUST PLUMBING, HEATING & AIR CONDITIO					
RPZ TEST-BCKFLW DEVIC	694.00	01670400-53317	OPERATING SUPPLIES	0000071705	
	<u>694.00</u>				
ATC GROUP SERVICES INC					
PHASE I ENVIR SITE ASSESS, LIMITED ASBESTOS/I	3,550.00	11740000-55489	MISCELLANEOUS CAP IMPR	1787131	
	<u>3,550.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AW DIRECT					
LOCK OUT TOOLS	124.79	01662700-53317	OPERATING SUPPLIES	1019735159	
	<u>124.79</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVIEW 278 ST CHARLES	1,943.11	01643700-52253	CONSULTANT	38055	
PLAN REVIEW 608 E NORTH AVE	6,086.60	01643700-52253	CONSULTANT	38079	
PLAN REVIEW 792 W ARMY TRL	1,369.37	01643700-52253	CONSULTANT	38056	
PLAN REVIEW 998 W ARMY TRAIL	149.80	01643700-52253	CONSULTANT	38057	
WALGREENS SPRINKLER 540 N SCHMALE	150.00	01643700-52253	CONSULTANT	38105	
	<u>9,698.88</u>				
B2B COMPUTER PRODUCTS LLC					
SGT'S OFFC PRINTER AGR 10/2013-9/2014	315.00	01662700-52226	OFFICE EQUIPMENT MAINTENANCE	062115	
	<u>315.00</u>				
BANK OF AMERICA MERCHANT SERVICES					
CC MERCHANT FEES SEPT/2013	1.25	04103100-52221	UTILITY BILL PROCESSING	0887 SEPT/13	
CC MERCHANT FEES SEPT/2013	1.25	04203100-52221	UTILITY BILL PROCESSING	0887 SEPT/13	
CC MERCHANT FEES SEPT/2013	518.54	04103100-52221	UTILITY BILL PROCESSING	2882 SEPT/2013	
CC MERCHANT FEES SEPT/2013	518.54	04203100-52221	UTILITY BILL PROCESSING	2882 SEPT/2013	
	<u>1,039.58</u>				
BASIC IRRIGATION SERVICES INC					
AERATER REMOVAL TC	495.00	01670600-52272	PROPERTY MAINTENANCE	18398	
IRRIGATION SHUT DOWN TC NORTH	345.00	01670400-52244	MAINTENANCE & REPAIR	18399	
IRRIGATION SHUTDOWN TC SOUTH	360.00	01670400-52244	MAINTENANCE & REPAIR	18400	
	<u>1,200.00</u>				
BEACON SSI INC					
LID GASKET RPR	539.85	01696200-52244	MAINTENANCE & REPAIR	0000070930	
	<u>539.85</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BEDROCK EARTHSCAPES LLC					
POND SHORELINE & WETLAND MAINT	3,578.33	01620100-52272	PROPERTY MAINTENANCE	371	20140022
	<u>3,578.33</u>				
BONNELL INDUSTRIES INC					
BRINE MAKER	10,435.00	01670200-54412	OTHER EQUIPMENT	0147842-IN	
	<u>10,435.00</u>				
BRACING SYSTEMS					
ARDEX	94.80	01670500-53317	OPERATING SUPPLIES	218710-1	
ARDEX CONCRETE PATCH	159.80	01670500-53317	OPERATING SUPPLIES	216619-1	
	<u>254.60</u>				
BUCK BROS INC					
KNOBS	29.31	01696200-53354	PARTS PURCHASED	337010	
PARTS	20.92	01696200-53354	PARTS PURCHASED	337544	
TAILGATE RTN	-3.58	01696200-53354	PARTS PURCHASED	337544	
	<u>46.65</u>				
BURRIS EQUIPMENT					
COMPACTOR	2,045.00	01670500-54412	OTHER EQUIPMENT	WS05446	
	<u>2,045.00</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS SEPTEMBER 2013	1,400.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	SEPT/13 PERMITS	
	<u>1,400.00</u>				
C S PARK DISTRICT					
DEVELOPER DONATIONS SEPT/13	7,800.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	SEPT/13 DEV DON	
	<u>7,800.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S PUBLIC LIBRARY					
DEVELOPER DONATIONS SEPT/13	617.20	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB DEV DON SEPT/13		
PPRT FOR THE COLLECTION OF SEPT/13	4,900.68	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT SEPT/13		
	5,517.88				
CANON SOLUTIONS AMERICA					
COPIER 6/11-7/10	20.22	01670100-52231	COPY EXPENSE	4010446262	
COPIER 6/11-7/10	20.22	04200100-52231	COPY EXPENSE	4010446262	
USAGE FOR SEPT/13 COM DEV COPIER	114.15	01640100-52226	OFFICE EQUIPMENT MAINTENAN	4010888243	
	154.59				
CARQUEST AUTO PARTS					
BRAKEROTOR,PAD,SEAL	171.70	01696200-53354	PARTS PURCHASED	2420-283457	
CAPSULE CRYSTALVISIO	24.49	01696200-53354	PARTS PURCHASED	2420-283393	
CAPSULE STANDARD	16.77	01696200-53354	PARTS PURCHASED	2420-283688	
EXPANSION VALVE	25.72	01696200-53354	PARTS PURCHASED	2420-284492	
HALOGEN CAPSULE	29.08	01696200-53354	PARTS PURCHASED	2420-284305	
LONG LIFE MINIATURE	4.89	01696200-53354	PARTS PURCHASED	2420-285068	
MINI LONG LIFE PART	4.89	01696200-53354	PARTS PURCHASED	2420-283465	
MIRRORS	8.80	01696200-53354	PARTS PURCHASED	2420-285062	
OIL COOLER LINE DISC	9.87	01696200-53316	TOOLS	2420-284973	
OIL FILTER	12.24	01696200-53354	PARTS PURCHASED	2420-282662	
OIL FILTER	14.68	01696200-53354	PARTS PURCHASED	2420-282597	
SQUEEGEE	6.64	01696200-53317	OPERATING SUPPLIES	2420-282655	
SWAYBARREPAIRKIT	21.44	01696200-53354	PARTS PURCHASED	2420-283406	
TRANS COOLER SCISORS	14.24	01696200-53317	OPERATING SUPPLIES	2420-285053	
WELDING GLOVES	9.11	01696200-53317	OPERATING SUPPLIES	2420-283918	
WELDING GLOVES	25.78	01696200-53317	OPERATING SUPPLIES	2420-283911	
	400.34				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHEAPER THAN DIRT					
GUN PART	32.21	01664700-53317	OPERATING SUPPLIES	9355587	
	<u>32.21</u>				
CHICAGO INTERNATIONAL TRUCK LLC					
BELTS	121.70	01696200-53354	PARTS PURCHASED	16106725	
MIRROR	17.53	01696200-53354	PARTS PURCHASED	16109189	
	<u>139.23</u>				
CHICAGO PARTS AND SOUND					
BATTERIES	194.32	01696200-53354	PARTS PURCHASED	544143	
BATTERIES,CORES	388.64	01696200-53354	PARTS PURCHASED	544970	
	<u>582.96</u>				
CINTAS FIRE PROTECTION					
MAINTAIN EXTINGUISHERS	1,196.84	01670400-52244	MAINTENANCE & REPAIR	F9400056521	
	<u>1,196.84</u>				
CIOSEK TREE SERVICE INC					
TREE REMOVALS	6,066.00	01670700-52268	TREE MAINTENANCE	SEPT/13	20140024
TREE REMOVALS	54,599.00	01670700-52281	EAB REMOVAL/REPLACEMENT	SEPT/13	20140024
	<u>60,665.00</u>				
CITY LIMITS CLEANING SYSTEMS INC					
W&S DIVISION PRESSURE WASHER RPLMNT	250.00	04101500-54412	OTHER EQUIPMENT	3975	
W&S DIVISION PRESSURE WASHER RPLMNT	1,595.00	04101500-54412	OTHER EQUIPMENT	3975	
W&S DIVISION PRESSURE WASHER RPLMNT	1,600.00	04201600-54412	OTHER EQUIPMENT	3975	
	<u>3,445.00</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-SEPT/13	10,651.25	01570000-52238	LEGAL FEES	3785	
	<u>10,651.25</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FRM 08/20 - 09/20 2013	51.72	01670300-53213	STREET LIGHT ELECTRICITY	1353117013SEPT/13	
SERV FRM 09/09 - 10/09 2013	25.98	01670600-52248	ELECTRICITY	6827721000OCT/13	
	<u>77.70</u>				
COMMUNITY CONSOLIDATED SCHOOL #93					
SEPTEMBER 2013 DONATIONS	1,350.00	01-24411	DEPOSIT SCHOOL D93 CASH	SEPT/13 DONATIONS	
	<u>1,350.00</u>				
CONCEPT WIRELESS COMMUNICATIONS INC					
ANTENNA/GRND WIRE RPR	136.32	01696200-53353	OUTSOURCING SERVICES	155590	
	<u>136.32</u>				
CONSTELLATION NEW ENERGY					
SERV FRM 08/12- 09/09 2013	231.63	01670300-53213	STREET LIGHT ELECTRICITY	0011495534-0001	
	<u>231.63</u>				
COUNTY COURT REPORTERS INC					
COURT REPORTER SEPT 2013	150.00	01530000-52241	COURT REPORTER FEES	111061	
	<u>150.00</u>				
CROWN TROPHY #116					
DUI ENFORCEMENT AWARD	35.00	01662700-53317	OPERATING SUPPLIES	9975	
	<u>35.00</u>				
DAILY HERALD					
AD:BIDNOTICE4PAVEMENT	78.20	01580000-52240	PUBLIC NOTICES/INFORMATION	T4350321	
AD:BIDNOTICETREEPLANT	89.70	01580000-52240	PUBLIC NOTICES/INFORMATION	T4350135	
	<u>167.90</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV'S 10/7/13	131.25	01650100-52253	CONSULTANT	100713	
	<u>131.25</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DELL MARKETING LP					
POWER SUPPLY REPLACMNT	43.39	01652800-53317	OPERATING SUPPLIES	XJ78C4K52	
	<u>43.39</u>				
DICK POND ATHLETICS INC					
CLOTH ALLOW-CUMMINGS	149.95	01664700-53324	UNIFORMS	126379	
	<u>149.95</u>				
DICKS SPORTING GOODS					
CLOTH ALLOW - RUDELICH	59.99	01664700-53324	UNIFORMS	00442/4	
CLOTH ALLOW-WALKER	64.99	01664700-53324	UNIFORMS	00415/8	
	<u>124.98</u>				
DISCOVERY BENEFITS					
FLEX SPENDING ADMIN SEPT/13	205.00	01600000-52273	EMPLOYEE SERVICES	411242-IN	
	<u>205.00</u>				
DOLLAR TREE					
OFFICE SUPPLIES	7.00	01662600-53314	OFFICE SUPPLIES	719804374040	
	<u>7.00</u>				
DU COMM					
QUARTERLY SHR NOV/13-JAN/14	150,939.00	01662700-52245	GENERAL COMMUNICATIONS	14999	
	<u>150,939.00</u>				
DUPAGE CHRYSLER DODGE JEEP					
LINE-AUXIL.4VAN	69.38	01696200-53354	PARTS PURCHASED	38519	
	<u>69.38</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL CONTRL JUNE/13	220.00	01662700-52249	ANIMAL CONTROL	35118941	
	<u>220.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY HEALTH DEPT					
WELL/SEPTIC INSPECT	250.00	11740000-55489	MISCELLANEOUS CAP IMPR	005296	
	<u>250.00</u>				
DUPAGE COUNTY RECORDER					
RECORDING FEES CLERK'S OFFC 10/15/13	80.00	01580000-52233	RECORDING FEES	201310150208	
RECORDING FEES CLERK'S OFFICE 10/15/13	34.00	01580000-52233	RECORDING FEES	201310150220	
RECORDING FEES CLERK'S OFFICE 10/15/13	37.00	01580000-52233	RECORDING FEES	201310150217	
	<u>151.00</u>				
DUPAGE JUVENILE OFFICERS ASSOCIATION					
NOV 13TH 2013 CONF CASTRO, RUDELICH	110.00	01664700-52223	TRAINING	CASTRO/RUDELICH	
	<u>110.00</u>				
DUPAGE TOPSOIL INC					
DIRT FOR GERZEVSKE LN RESTORATION	150.00	01670400-53317	OPERATING SUPPLIES	037508	
	<u>150.00</u>				
EARTH INC					
CONCRETE	90.65	01670500-53317	OPERATING SUPPLIES	108822	
CONCRETE SPOILS	25.00	04201600-52265	HAULING	108778	
	<u>115.65</u>				
EAST-TECK OFFICE SOLUTIONS, INC.					
PRINTER CARTRIDGES	298.00	01662600-53314	OFFICE SUPPLIES	10847	
	<u>298.00</u>				
EBERHARD MANUFACTURING					
SPRING W/STUDS & CLIP	89.08	01696200-53354	PARTS PURCHASED	PW01062	
	<u>89.08</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EXAMINER PUBLICATIONS INC					
28W350 TRIESTE LN	82.00	01580000-52240	PUBLIC NOTICES/INFORMATION	31506	
PUBL NTC 120 TUBEWY	45.00	01530000-52240	PUBLIC NOTICES/INFORMATION	31602	
TREASURERS REPORT FY13	336.00	01580000-52240	PUBLIC NOTICES/INFORMATION	31853	
	463.00				
EXPERTS EXCHANGE					
SUPPORT SITE UPGRADE	36.13	01652800-52234	DUES & SUBSCRIPTIONS	0007286723	
	36.13				
FACTORY CARD OUTLET					
EMPLOYEE BBQ	17.15	01600000-52242	EMPLOYEE RECOGNITION	5105/7/1	
	17.15				
FEECE OIL CO					
GAS	22,209.68	01696200-53356	GAS PURCHASED	3270620	
	22,209.68				
FIREGROUND SUPPLY INC					
UNIFORM SWEATER	42.00	01662600-53324	UNIFORMS	11476	
	42.00				
FOURTH DIMENSION INSTRUMENTS & PRODUCTS INC					
HANG METERS FOR LIFT STATIONS	108.24	04101500-53317	OPERATING SUPPLIES	12929	
	108.24				
FRANKLIN COVEY CO					
DAILY PLNNR B GLEES	35.16	01640100-53314	OFFICE SUPPLIES	6266715	
	35.16				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
FULL LIFE SAFETY CENTER					
EAR PLUGS, GLOVES	180.72	01670100-53324	UNIFORMS	23272	
EAR PLUGS,GLOVES	180.72	04201600-53324	UNIFORMS	23272	
SAFETY GLASSES	52.20	01670100-53317	OPERATING SUPPLIES	23271	
	413.64				
G F O A					
GAAP UPD 11/7/13	135.00	01612900-52223	TRAINING	3920370	
	135.00				
GALLS					
DEFIBILLATOR BATTERIERS	428.72	01600000-53350	SMALL EQUIPMENT EXPENSE	1038366	
	428.72				
GAS PURCHASES-MASTERCARD					
FUEL PURCH TRAINING	25.00	01662300-53313	AUTO GAS & OIL	86660004	
GAS TRNG CUMMING	56.47	01664700-53313	AUTO GAS & OIL	BZ82542	
GAS-TRNG	56.82	01660100-53313	AUTO GAS & OIL	636406	
	138.29				
GLENBARD NORTH HIGH #87					
DONATIONS SEPT/13	375.00	01-24408	DEPOSIT SCHOOL 87 CASH	SEPT/13 DONATIONS	
	375.00				
GORDON FLESCH COMPANY INC					
CHRG'S 6/25-7/22	94.29	01662600-52226	OFFICE EQUIPMENT MAINTENAN	GN10470079	
	94.29				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GREEN TEE LAWN CARE					
NORTHPKWAY&MEDIANS	902.00	01670400-52272	PROPERTY MAINTENANCE	654191	
PST CRTL LIES PRKWY	975.00	01670400-52272	PROPERTY MAINTENANCE	1897522	
SEED-MERBACH/LIES	259.00	01670400-52272	PROPERTY MAINTENANCE	654186	
SERV.@KUHN&LIES	99.00	01670400-52272	PROPERTY MAINTENANCE	654182	
SPRAY@500 N. GARY	55.00	01670400-52272	PROPERTY MAINTENANCE	654192	
SPRAY@500 N. GARY	90.00	01670400-52272	PROPERTY MAINTENANCE	656965	
SPRAY@DAYLILYAREA	71.00	01670400-52272	PROPERTY MAINTENANCE	654193	
SPRAYING LIES RD PKWY	396.00	01670400-52272	PROPERTY MAINTENANCE	654194	
SPRAYSERV@LIES&GARY	69.00	01670400-52272	PROPERTY MAINTENANCE	654185	
SPRAYSERV@LIESRD	79.00	01670400-52272	PROPERTY MAINTENANCE	654183	
SPRAYSERV@MERBACHLIES	74.00	01670400-52272	PROPERTY MAINTENANCE	654187	
SPRSERVLIESBROOKSTONE	110.00	01670400-52272	PROPERTY MAINTENANCE	654184	
TOWNCENTERSPRAY	346.00	01670400-52272	PROPERTY MAINTENANCE	654195	
	3,525.00				
HALFMOON LLC					
M THOMAS 2013 DUES	61.50	01662500-52234	DUES & SUBSCRIPTIONS	MBT2013	
	61.50				
HBK WATER METER SERVICE INC					
FIELD TESTING	316.87	04201400-52282	METER MAINTENANCE	13-404	
METER CK & BENCH TEST	99.75	04201400-52282	METER MAINTENANCE	13-378	
	416.62				
HD SUPPLY WATERWORKS					
ADAPTOR	49.48	04201600-53317	OPERATING SUPPLIES	B311497	
B-BOX WRENCH	58.48	04201600-53316	TOOLS	B361435	
	107.96				
HEALTH ED					
E MOLLOY TRNG 9/13	189.00	01662500-52223	TRAINING	EM092613	
	189.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HEALTH MAINTENANCE INSTITUTE OF ILLINOIS INC					
WELLNESS FINAL WEIGH OUT/DIETICIAN	840.00	01600000-52340	WELLNESS PROGRAM	3857	
WELLNESS SCREENING 9/24 & 10/1 2013	5,841.00	01600000-52340	WELLNESS PROGRAM	3858	
	<u>6,681.00</u>				
HEARTLAND RECYCLING-AURORA CCDD,LLC					
DISPOSAL OF SPOILS	350.00	04201600-52265	HAULING	10359	
	<u>350.00</u>				
HOLSTEIN'S GARAGE					
VEHICLE INSPECTIONS	74.50	01696200-53353	OUTSOURCING SERVICES	3797-1	
	<u>74.50</u>				
HOME DEPOT					
CHALK	8.44	01670500-53317	OPERATING SUPPLIES	01186	
DRAIN OPENER-VLG HL	34.50	01680000-53319	MAINTENANCE SUPPLIES	0112060	
GFI OUTLETS VH	34.96	01680000-53319	MAINTENANCE SUPPLIES	5880794	
MTC SUPPLIES	17.46	01680000-53319	MAINTENANCE SUPPLIES	0196279	
PAD LOCKS	12.98	01696200-53317	OPERATING SUPPLIES	52866	
PAINT -JAIL/SUPPLIES	17.49	01680000-53319	MAINTENANCE SUPPLIES	5995139	
PAINT-TC BRIDGE	25.01	01680000-53381	TC MAINTENANCE & SUPPLIES	5893086	
TOWN CTR SUPPLIES	6.73	01670400-53317	OPERATING SUPPLIES	82410	
WEATHERSHIELD	86.15	01670200-53317	OPERATING SUPPLIES	74508	
	<u>243.72</u>				
HOTELS-MASTERCARD					
COOPERCLUEVERTRAINING	145.59	01662300-52223	TRAINING	113990829183	
HARKER TRAINING CLASS	162.29	01664700-52223	TRAINING	113792395593	
J JOHNSON TRNG SCHOOL 9/15-27 2013	635.60	01662700-52223	TRAINING	3522980243	
MEAL@APWA HOPPENSTEDT	8.84	04200100-52222	MEETINGS	3551	
MEAL@APWA HOPPENSTEDT	17.90	04200100-52222	MEETINGS	2603	
PARK@APWA HOPPENSTEDT	34.00	04200100-52222	MEETINGS	2517393101	
	<u>1,004.22</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HOVING CLEAN SWEEP LLC					
STR SWP 8/26-28	8,319.46	01670600-52272	PROPERTY MAINTENANCE	7229	
FY2014 STREET SWEEPING	8,319.46	01670600-52272	PROPERTY MAINTENANCE	7368	20140015
	16,638.92				
ICCI					
NFPA70 2014 BOOK	88.75	01643700-53318	REFERENCE MATERIALS	100182796	
	88.75				
IRMA					
SEPTEMBER MONTHLY DEDUCTIBLE CREDIT	-257.50	01650100-52215	INSURANCE DEDUCTIBLES	1654	
SEPTEMBER OPTIONAL DEDUCTIBLE	2,460.52	01650100-52215	INSURANCE DEDUCTIBLES	12708	
	2,203.02				
IDENTI-KIT SOLUTIONS					
SOFTWARE ANNUAL LEASE	408.00	01662400-52226	OFFICE EQUIPMENT MAINTENANCE	103765	
	408.00				
ILLINI POWER PRODUCTS					
REPAIRS:TRK3GENERATOR	289.27	01696200-53353	OUTSOURCING SERVICES	002149-1	
	289.27				
ILLINOIS ASSN OF TECHNICAL ACCIDENT INVE					
COOPR,CLUEVER IATAI	500.00	01662300-52223	TRAINING	9/17-20 CFR	
DUES COOPR,CLUEVER	90.00	01662300-52234	DUES & SUBSCRIPTIONS	2013 DUES	
IATAI JUNGERS,COOPER,CLUEVER CONFR	250.00	01660100-52223	TRAINING	9/17-20 CFR	
JUNGERS IATAI DUES	45.00	01660100-52234	DUES & SUBSCRIPTIONS	2013 DUES	
KALINOWICZ IATAI	250.00	01662700-52223	TRAINING	9/17/-20 CFR	
KALINOWICZ IATAI DUES	45.00	01662700-52234	DUES & SUBSCRIPTIONS	2013 DUES	
	1,180.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ILLINOIS CITY /COUNTY MANANGEMENT ASSN					
ICMA LNCH BREINIG	25.00	01590000-52222	MEETINGS	10/3/13	
	<u>25.00</u>				
ILLINOIS DEPT OF FINANCIAL & PROF REGULA					
PROF LICENSE B CLEVELAND	61.50	01620100-52234	DUES & SUBSCRIPTIONS	065069	
PROF. LICENSE J KNUDSEN	61.50	01620100-52234	DUES & SUBSCRIPTIONS	000246	
	<u>123.00</u>				
ILLINOIS PAPER COMPANY					
11 X 17 COPY PAPER	78.00	01650100-52231	COPY EXPENSE	IN67116	
COPY PAPER	3,780.00	01650100-52231	COPY EXPENSE	IN67797	
	<u>3,858.00</u>				
ILLINOIS SECRETARY OF STATE					
REGISTRATION FOR 610	103.12	01662400-52212	AUTO MAINTENANCE & REPAIR	053216	
08 DODGE AND 95 FORD	190.00	01664700-53317	OPERATING SUPPLIES	2 SEIZED TITLE FEES	
	<u>293.12</u>				
ILLINOIS TOLLWAY					
UNPAID TOLLS	4.20	04201600-52234	DUES & SUBSCRIPTIONS	46245378	
	<u>4.20</u>				
INTERNET PURCHASE MASTERCARD					
HAULERS WEBCAST TRNG	79.00	01650100-52223	TRAINING	6/7/13	
M THOMAS TRNG	450.00	01662500-52223	TRAINING	12/6-12/7	
MODEL POLC GAVURNIK	375.00	01662600-52223	TRAINING	11/6-7/13	
VHS TRANSFER DVD	26.99	01652800-53314	OFFICE SUPPLIES	002-4568891	
	<u>930.99</u>				
INTOXIMETERS INC					
DRYGAS	346.45	01662300-53317	OPERATING SUPPLIES	401706	
	<u>346.45</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ITRON INC					
HRDWR/SFTWR MTC NOV THRU JAN 2013	566.30	04103100-52221	UTILITY BILL PROCESSING	306421	
HRDWR/SFTWR MTC NOV THRU JAN 2013	566.30	04203100-52221	UTILITY BILL PROCESSING	306421	
	<u>1,132.60</u>				
J C PENNY					
CLOTH ALLOW - EBY	17.98	01664700-53324	UNIFORMS	5605	
	<u>17.98</u>				
JAM PACKAGING					
CASH REGIS PAPER	52.05	01612900-53317	OPERATING SUPPLIES	27930	
	<u>52.05</u>				
JC LICHT					
PAINT TWN CTR	33.08	01680000-53381	TC MAINTENANCE & SUPPLIES	1208-1150921	
	<u>33.08</u>				
JEWEL-OSCO					
EMPLOYEE BBQ	74.83	01600000-52242	EMPLOYEE RECOGNITION	376/134	
ROAD BLK DRINKS	30.96	01662300-53317	OPERATING SUPPLIES	177/127	
ROADBLOCK SUPPLIES	134.60	01662700-53317	OPERATING SUPPLIES	179/112	
VOLUNTEER SUPPLIES	80.65	01664773-53325	COMMUNITY RELATIONS	195/310	
	<u>321.04</u>				
JOE COTTON FORD					
1505 ACCOUNT ITEMS	363.56	01662400-53317	OPERATING SUPPLIES	309005	
MOTOR ASSEMBLY	65.00	01696200-53354	PARTS PURCHASED	309197	
PARTS	56.08	01696200-53354	PARTS PURCHASED	309222	
RADIATOR	192.56	01696200-53354	PARTS PURCHASED	309180	
RADIATOR	205.97	01696200-53354	PARTS PURCHASED	309177	
RETURN RADIATOR	-205.97	01696200-53354	PARTS PURCHASED	CM309177	
WHEEL ASSEMBLY	124.21	01696200-53354	PARTS PURCHASED	309195	
	<u>801.41</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JOE MCCARTHY					
FIRST & FINAL PAYOUT PAVEMENT PATCH FALL	26,624.70	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	13-0751	
	<u>26,624.70</u>				
JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE SEPT/13	206.48	04103100-52221	UTILITY BILL PROCESSING	9101 SEPT/13	
CHASE ACCT ANALYSIS FEE SEPT/13	206.48	04203100-52221	UTILITY BILL PROCESSING	9101 SEPT/13	
	<u>412.96</u>				
KOHL'S					
CLOTH ALLOW - CHACON	29.99	01662400-53324	UNIFORMS	65/3/5495	
CLOTH ALLOW - LALLY	34.99	01662400-53324	UNIFORMS	65/29/3452	
	<u>64.98</u>				
LAFARGE FOX RIVER DECO					
GRAVEL	107.80	01670500-53317	OPERATING SUPPLIES	27579694	
GRAVEL	180.15	01670500-53317	OPERATING SUPPLIES	27607651	
GRAVEL	733.56	01670500-53317	OPERATING SUPPLIES	27593734	
	<u>1,021.51</u>				
LEXISNEXIS					
MONTHLY FEE AUG 2013	170.00	01662400-53330	INVESTIGATION FUND	20130831	
	<u>170.00</u>				
LIVE VIEW GPS INC					
MONTHLY FEE SEPT 2013	79.90	01664700-53330	INVESTIGATION FUND	141115	
	<u>79.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LOWE'S HOME CENTERS					
GRBGE CN,PNT,DUCT TPE	16.48	01680000-53319	MAINTENANCE SUPPLIES	15102802	
OPERATIONAL SUPPLIES	60.61	01662700-53317	OPERATING SUPPLIES	2255240	
PAINT BRUSHES TC	14.83	01680000-53381	TC MAINTENANCE & SUPPLIES	15785484	
PART FOR SUMP PUMP	19.98	04101500-53317	OPERATING SUPPLIES	2618971	
RANGE SUPPLIES	27.90	01662700-52239	RANGE	2918013	
SUPPL- BRINE TANK	92.97	01670200-53317	OPERATING SUPPLIES	8621863	
SUPPLIES4CONTROL PED	60.85	01670300-53317	OPERATING SUPPLIES	9003219	
TOOLS BREAK TRUCK	136.90	04201600-53316	TOOLS	2618971	
YELLOWJACKETTRAPS	30.14	01670400-53317	OPERATING SUPPLIES	6304506	
LOWES REBATE PAYMENT	12,035.77	01720000-58206	LOWES SALES TAX REIMB	SEPT/13	
	12,496.43				
LYNN PEAVEY COMPANY					
EVIDENCE PACKAGING	295.50	01662400-53317	OPERATING SUPPLIES	278644	
EVIDENCE TAPE	167.40	01662400-53317	OPERATING SUPPLIES	279368	
	462.90				
MARGO R NEWMAN, ESQ					
HALF COST -ARBITRATION CANCELLATION(FOP)	650.00	01570000-52238	LEGAL FEES	10/06/13	
	650.00				
MEADE ELECTRIC COMPANY INC					
TRF MTC AUG/2013	150.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	660613	
	150.00				
MIDWEST METER INC					
WATER METERS	1,937.00	04201400-53333	NEW METERS	0047743	20140021
	1,937.00				
MIDWEST MOBILE WASHERS LLC					
WASHING TOWER #3	4,610.20	04201600-52244	MAINTENANCE & REPAIR	4597	
	4,610.20				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MINUTEMAN PRESS					
BUS CARDS S PANDEY	38.12	01640100-53315	PRINTED MATERIALS	40746	
NOTE PADS B GLEES	52.44	01640100-53315	PRINTED MATERIALS	40717	
CAFR COVERS	176.33	01612900-53315	PRINTED MATERIALS	41018	
	266.89				
MNJ TECHNOLOGIES DIRECT					
FIREWALL SOFTWARE MAIN	1,274.34	01652800-52255	SOFTWARE MAINTENANCE	0003270347	
LAPTOP FOR PW	1,493.52	04201600-54415	VEHICLES	0003269513	
	2,767.86				
MOORE & DIGIOVANNI, LLC					
LOCAL PROSC AUG/13	3,200.00	01570000-52235	LEGAL FEES-PROSECUTION	8-28-2013	
	3,200.00				
MORPHOTRAK INC					
LIVESCAN/ ANNL MTC 9/12/13-9/12/2014	750.00	01660100-52226	OFFICE EQUIPMENT MAINTENANCE	116337	
LIVESCAN/ ANNL MTC 9/12/13-9/12/2014	3,808.00	01660100-52226	OFFICE EQUIPMENT MAINTENANCE	116337	
LIVESCAN/ ANNL MTC 9/12/13-9/12/2014	5,137.00	01660100-54413	COMPUTER EQUIPMENT	116337	
LIVESCAN/ ANNL MTC 9/12/13-9/12/2014	23,299.00	01660100-54413	COMPUTER EQUIPMENT	116337	
	32,994.00				
MR SITCO					
METER READS FOR OCT/13	1,646.55	04103100-52221	UTILITY BILL PROCESSING	2013040	
METER READS FOR OCT/13	1,646.55	04203100-52221	UTILITY BILL PROCESSING	2013040	
	3,293.10				
MULTI PRINTING SOLUTIONS					
BAN NOTICES	243.13	01662600-53315	PRINTED MATERIALS	0238435	
BIKE LICENSES TAGS	363.57	01662600-53315	PRINTED MATERIALS	0237825	
	606.70				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
N E M R T					
SRCH/SEIZ JOHNSON, INCROCCI	50.00	01662700-52223	TRAINING	171878	
SRCH/SEIZ WELLS	50.00	01662700-52226	OFFICE EQUIPMENT MAINTENANCL70342		
	<u>100.00</u>				
NATIONAL ASSN OF SOCIAL WORKERS					
2013 DUES MCNAMARA	190.00	01662500-52234	DUES & SUBSCRIPTIONS	KMC2013	
	<u>190.00</u>				
NATIONAL ENGRAVERS					
RETIRE PLAQUE GARZA	80.00	01600000-52273	EMPLOYEE SERVICES	29375	
	<u>80.00</u>				
NEENAH FOUNDRY COMPANY					
CASTINGS	205.00	01670600-53317	OPERATING SUPPLIES	60412	
	<u>205.00</u>				
NEXTEL COMMUNICATIONS					
07/17-08/16 FEE	121.62	01662400-53330	INVESTIGATION FUND	144871676020	
	<u>121.62</u>				
NICOR					
SERV FOR 09/06 - 10/04 2013	22.44	04201600-52244	MAINTENANCE & REPAIR	13811210007OCT/13	
SERV FRM 09/09 - 10/09 2013	75.60	04101500-52277	HEATING GAS	86606011178OCT/13	
	<u>98.04</u>				
NMI					
VEH STK FEES 9/13	10.00	01610100-52256	BANKING SERVICES	249475965	
CC GATEWAY FEES SEPT/2013	59.55	04103100-52221	UTILITY BILL PROCESSING	249595020	
CC GATEWAY FEES SEPT/2013	59.55	04203100-52221	UTILITY BILL PROCESSING	249595020	
	<u>129.10</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NUTOYS LEISURE PRODUCTS					
PICNIC REPAIR	17.00	01680000-53381	TC MAINTENANCE & SUPPLIES	40522	
	<u>17.00</u>				
OFFICE DEPOT					
OFFICE SUPPLIES	4.13	01662600-53314	OFFICE SUPPLIES	677417599001	
OFFICE SUPPLIES	4.55	01670100-53314	OFFICE SUPPLIES	672192837001	
OFFICE SUPPLIES	9.82	01662600-53314	OFFICE SUPPLIES	673140192	
OFFICE SUPPLIES	49.67	04200100-53314	OFFICE SUPPLIES	672192577001	
OFFICE SUPPLIES	49.68	01670100-53314	OFFICE SUPPLIES	672192577001	
OFFICE SUPPLIES	116.91	01662600-53314	OFFICE SUPPLIES	673140119	
OFFICE SUPPLIES	140.63	01610100-53317	OPERATING SUPPLIES	671771588001	
OFFICE SUPPLIES	159.98	01640100-53314	OFFICE SUPPLIES	677095862	
OFFICE SUPPLIES	379.31	01662600-53314	OFFICE SUPPLIES	677371573001	
SUPPLIES	29.85	01670100-53314	OFFICE SUPPLIES	677425855001	
SUPPLIES	29.86	04200100-53314	OFFICE SUPPLIES	677425855001	
SUPPLIES	57.41	01670100-53314	OFFICE SUPPLIES	677230556001	
SUPPLIES	57.41	01690100-53314	OFFICE SUPPLIES	677230556001	
	<u>1,089.21</u>				
OMI					
FY14 WRC OPERATING CONTRACT-NOV/13	130,405.08	04101100-52262	WRC CONTRACT	57567	20140004
	<u>130,405.08</u>				
P & M MERCURY MECHANIC					
RPR A/C UNIT VLG HL	239.50	01680000-52244	MAINTENANCE & REPAIR	72269	
	<u>239.50</u>				
P R STREICH & SONS INC					
CK TANK FOR LEAK	315.00	01696200-52244	MAINTENANCE & REPAIR	38409	
	<u>315.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PAHCS II					
POST OFFCR PHYSICALS & RDTS	385.05	01600000-52225	EMPLOYMENT PHYSICALS	147022	
POST OFFCR PHYSICALS & RDTS	1,621.48	01510000-52228	PERSONNEL HIRING	147022	
	<u>2,006.53</u>				
PLATINUM-POOLCARE AQUATECH					
SEPT/13 MTC TC FOUNTAIN	1,281.00	01680000-52219	TC MAINTENANCE	47304	
	<u>1,281.00</u>				
POMPS TIRE SERVICE					
TIRES	587.92	01696200-53354	PARTS PURCHASED	330023936	
TIRES	1,593.08	01696200-53354	PARTS PURCHASED	410106212	
	<u>2,181.00</u>				
PORTER LEE CORPORATION					
LABELS AND RIBBON	232.00	01662400-53317	OPERATING SUPPLIES	13412	
	<u>232.00</u>				
PRIORITY PRODUCTS INC					
NUTS/BOLTS FOR HYD & VALVE	324.64	04201600-53317	OPERATING SUPPLIES	833433	
	<u>324.64</u>				
RADIOSHACK					
USB DIGITAL EVIDENCE	9.99	01652800-53314	OFFICE SUPPLIES	016461020022	
	<u>9.99</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RAY O'HERRON CO					
BABOR UNIFORM	520.75	01662700-53324	UNIFORMS	1325688	
BAUGHMAN BOOTS	109.99	01662700-53324	UNIFORMS	1326446	
BAUGHMAN UNIFORM	59.98	01662700-53324	UNIFORMS	1324672	
BAUGHMAN UNIFORM ITEM	298.85	01662700-53324	UNIFORMS	1319318	
BLAIR CARRIER	159.94	01662700-53324	UNIFORMS	1325924	
BOSHART CARRIER	165.94	01662700-53324	UNIFORMS	1326045	
BOSHART RADIO CASE	43.19	01662700-53324	UNIFORMS	1326445	
BUCHOLZ VEST	159.94	01662700-53324	UNIFORMS	1325684	
BULLERI BOOTS	109.99	01662700-53324	UNIFORMS	1314469	
BULLERI-KEY HOLDER	21.59	01662700-53324	UNIFORMS	1326444	
CASTRO SHORTS	56.99	01664700-53324	UNIFORMS	1320771	
COOPER UNIFORM	237.85	01662300-53324	UNIFORMS	1322930	
DAUGERDAS BOOTS	109.99	01662700-53324	UNIFORMS	1325685	
DRUG TEST KITS	80.75	01660100-53317	OPERATING SUPPLIES	1325194	
GARZA EXPERT	14.00	01662700-53324	UNIFORMS	1324674	
GARZA NAME PLATE	9.95	01662700-53324	UNIFORMS	1321865	
JOHNSON GLOVE POUCH	21.99	01662700-53324	UNIFORMS	1325195	
KONIOR SHOES	104.99	01662700-53324	UNIFORMS	1324673	
MABBITT CARRIER	159.94	01662700-53324	UNIFORMS	1325923	
MOFFETT UNIFORM	119.97	01662700-53324	UNIFORMS	1324675	
ORR PANTS	60.00	01660100-53324	UNIFORMS	1315139	
PLACKETT UNIFORM	201.81	01662300-53324	UNIFORMS	1319724	
RAINEY UNIFORM ITEMS	166.94	01660100-53324	UNIFORMS	1320770	
RIEMER EMBROIDERY	31.90	01662700-53324	UNIFORMS	1322925	
SAILER SHIRTS	117.80	01660100-53324	UNIFORMS	1325683	
SANCHEZ UNIFORM	608.92	01662700-53324	UNIFORMS	1322927	
SCHNEIDER JACKET	132.95	01662700-53324	UNIFORMS	1325682	
STAFIEJ VEST	164.90	01662300-53324	UNIFORMS	1323085	
STAFIEJ-SHIRT	75.98	01662300-53324	UNIFORMS	1324676	
TARGETS	166.25	01664700-53317	OPERATING SUPPLIES	1328127-IN	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WELLS PANTS	111.00	01662700-53324	UNIFORMS	1326259	
ZALAK	159.94	01662400-53324	UNIFORMS	1326205	
ZOCHERT SHIRTS	66.99	01662700-53324	UNIFORMS	1322931	
	<u>4,631.96</u>				
RE/MAX CORNERSTONE					
EARNEST MONEY, 27W161 VALE RD	15,000.00	11740000-55489	MISCELLANEOUS CAP IMPR	EARNEST MONEY	
	<u>15,000.00</u>				
RECORD INFORMATION SERVICES INC					
REC SRV 10/13-10/14	575.00	01640100-52234	DUES & SUBSCRIPTIONS	34932	
	<u>575.00</u>				
RED WING SHOE STORE					
BOOTS-K PAGLIA	90.97	01670100-53324	UNIFORMS	00239029774	
	<u>90.97</u>				
RESTAURANT-MASTERCARD					
9/16 BRD MTG FOOD	138.67	01520000-52222	MEETINGS	123	
DARE DOUGHNUTS	7.99	01664765-53325	COMMUNITY RELATIONS	333351	
STAFF MEETING	91.59	01610100-52222	MEETINGS	9857	
	<u>238.25</u>				
RON SCHUMACHER					
PIPE FILTER INSPECTION	250.00	01680000-52244	MAINTENANCE & REPAIR	10/4/13	
	<u>250.00</u>				
SAFETY KLEEN					
SOLVENT	263.70	01696200-52284	EQUIPMENT MAINTENANCE	61596019	
	<u>263.70</u>				
SAUBER MGF.CO					
MOBILE SERVICE	1,381.00	01696200-53353	OUTSOURCING SERVICES	PSI160433	
	<u>1,381.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SEARS HARDWARE					
BOOTS-D.NEWLIN	123.25	01696200-53324	UNIFORMS	24295601	
COMPRESSOR	380.61	04201600-53350	SMALL EQUIPMENT EXPENSE	552582351	
JEANS-D.NEWLIN	53.98	01696200-53324	UNIFORMS	011725245520	
	<u>557.84</u>				
SEAWAY SUPPLY CO					
TOWELS/C FOLDS	87.00	01670400-53317	OPERATING SUPPLIES	92933	
	<u>87.00</u>				
STANDARD EQUIPMENT COMPANY					
DEBRIS HOSE	943.51	04101500-53317	OPERATING SUPPLIES	C86797	
	<u>943.51</u>				
STAPLES					
CERT SUPPLIES	244.80	01664700-53325	COMMUNITY RELATIONS	3144901261	
OFFICE SUPPLIES	40.42	01662600-53314	OFFICE SUPPLIES	1620241	
OFFICE SUPPLIES	56.56	01662600-53314	OFFICE SUPPLIES	1549901	
OFFICE SUPPLIES CR	-5.42	01662600-53314	OFFICE SUPPLIES	1620241CR	
	<u>336.36</u>				
SUBURBAN LABORATORIES INC					
COLIFORM TESTING	199.00	04201600-52279	LAB SERVICES	30175	
ROUTINE SAMPLES	160.00	04201600-52279	LAB SERVICES	30616	
	<u>359.00</u>				
SUNRISE CHEVROLET					
WEATHERSTRIP	74.25	01696200-53354	PARTS PURCHASED	801668	
	<u>74.25</u>				
TERRACE SUPPLY COMPANY					
EQUIPMENTAL-AUG	29.45	01696200-52264	EQUIPMENT RENTAL	929969	
	<u>29.45</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
THIRD MILLENIUM ASSOCIATES INCORPORATED					
MONTHLY EPAY FEE FOR SEPT/13	225.00	04103100-52221	UTILITY BILL PROCESSING	16226	
MONTHLY EPAY FEE FOR SEPT/13	225.00	04203100-52221	UTILITY BILL PROCESSING	16226	
	450.00				
THOMAS PUMP CO					
PUMP REPAIR TC	290.00	01680000-53381	TC MAINTENANCE & SUPPLIES	R9061	
	290.00				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	525.60	01680000-53320	JANITORIAL SUPPLIES	3279	
	525.60				
TRAFFIC CONTROL & PROTECTION					
METROWINGBRACKETS	553.60	01670300-53344	STREET SIGNS	77952	
	553.60				
TRANS UNION LLC					
MONTHLY FEE AUG 2013	164.21	01662400-53330	INVESTIGATION FUND	08300771	
	164.21				
TRAVEL-MASTERCARD					
APWA CONFERENCE PARKING KNUDSEN	33.00	01620100-52222	MEETINGS	87525785	
METRA 4 APWA YORK	10.50	01670100-52222	MEETINGS	8158	
PRKG APWA HOPPENSTEDT	11.00	04200100-52222	MEETINGS	2380	
	54.50				
TRI TECH FORENSICS INC					
URINE COLLECTION CUPS	160.50	01662300-53317	OPERATING SUPPLIES	2663	
	160.50				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRISOURCE SOLUTIONS LLC					
CC MERCHANT FEES SEPT 2013	660.25	04103100-52221	UTILITY BILL PROCESSING	7833-SEPT/2013	
CC MERCHANT FEES SEPT 2013	660.26	04203100-52221	UTILITY BILL PROCESSING	7833-SEPT/2013	
VS CC FEES SEPT/2013	15.00	01610100-52256	BANKING SERVICES	#1420 SEPT/13	
	1,335.51				
TYCO INTEGRATED SECURITY LLC					
ALRM CHRG 9/1-11/30	38.25	04101500-52234	DUES & SUBSCRIPTIONS	03618837	
SEC FRM HS 10/1-12/31	36.00	01650100-52230	TELEPHONE	05782394	
SECR TC 10/1-12/31	36.00	01650100-52230	TELEPHONE	05782395	
	110.25				
U S POSTMASTER					
POSTAGE 9/26 WATERBILLS	2,086.24	04103100-52229	POSTAGE	PERMIT 1529 OCT/13	
POSTAGE 9/26 WATERBILLS	2,086.24	04203100-52229	POSTAGE	PERMIT 1529 OCT/13	
POSTAGE VEHICLE STK 2ND NOTICE	874.22	01610100-52229	POSTAGE	VEH STK SEPT/13	
S/O NOTICES OCT/2013	51.06	04103100-52229	POSTAGE	PRMT 1529 OCT/2013	
S/O NOTICES OCT/2013	51.06	04203100-52229	POSTAGE	PRMT 1529 OCT/2013	
	5,148.82				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNIFIRST CORPORATION					
MATS/TOWEL 09-3-13	14.40	01670100-53317	OPERATING SUPPLIES	897235	
MATS/TOWELS 8/27/13	14.40	01670100-53317	OPERATING SUPPLIES	895782	
MATS/TOWELS: 09-10-13	14.40	01670100-53317	OPERATING SUPPLIES	898696	
MATS/TOWELS: 09-17	14.40	01670100-53317	OPERATING SUPPLIES	900159	
UNIFORMS 09-3-13	48.61	01696200-52267	UNIFORM CLEANING	897235	
UNIFORMS 8/27/13	48.61	01696200-52267	UNIFORM CLEANING	895782	
UNIFORMS: 09-10-13	48.61	01696200-52267	UNIFORM CLEANING	898696	
UNIFORMS: 09-17-13	48.61	01696200-52267	UNIFORM CLEANING	900159	
WIPES 09-3-13	51.80	01696200-53317	OPERATING SUPPLIES	897235	
WIPES 8/27/13	51.80	01696200-53317	OPERATING SUPPLIES	895782	
WIPES: 09-10-13	51.80	01696200-53317	OPERATING SUPPLIES	898696	
WIPES: 09-17-13	51.80	01696200-53317	OPERATING SUPPLIES	900159	
	459.24				
UNITED LABORATORIES					
DEFOAMER	859.49	01670200-53317	OPERATING SUPPLIES	INV057315	
	859.49				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNITED STATES POSTAL SERVICE					
PASSPORT 8/22/13	5.05	01610100-52229	POSTAGE	272697033	
PASSPORT 8/23/11	18.11	01610100-52229	POSTAGE	272822763	
PASSPORT 8/23/13	5.05	01610100-52229	POSTAGE	272780633	
PASSPORT 8/27/13	5.05	01610100-52229	POSTAGE	273064259	
PASSPORT 8/29/13	5.05	01610100-52229	POSTAGE	273304364	
PASSPORT 9/10/13	5.05	01610100-52229	POSTAGE	274262694	
PASSPORT 9/11/13	5.05	01610100-52229	POSTAGE	274446127	
PASSPORT 9/16/13	18.11	01610100-52229	POSTAGE	274772940	
PASSPORT 9/17/13	5.05	01610100-52229	POSTAGE	274903363	
PASSPORT 9/19/13	5.05	01610100-52229	POSTAGE	275133915	
PASSPORT 9/20/13	5.05	01610100-52229	POSTAGE	275303823	
PASSPORT 9/3/13	5.05	01610100-52229	POSTAGE	273676846	
PASSPORT 9/9/13	5.05	01610100-52229	POSTAGE	274144826	
POLICE ACADEMY PAPERS	39.90	01660100-53317	OPERATING SUPPLIES	35	
URINE TO ISP LAB	13.10	01662400-53317	OPERATING SUPPLIES	759-2	
	144.77				
UPS GROUND SERVICE					
COBAN RETURN	16.87	01662700-53317	OPERATING SUPPLIES	411286V23T03	93
	16.87				
USA BLUE BOOK					
LOCATE FLAGS	120.60	04201600-53317	OPERATING SUPPLIES	137681	
LOCATE FLAGS	120.60	04101500-53317	OPERATING SUPPLIES	137681	
LOCATEFLAGS&PAINT	349.68	01670300-53317	OPERATING SUPPLIES	141522	
	590.88				
UTILITY DYNAMICS CORPORATION					
	-1,695.10	11-21450	RETAINAGE - UTILITY DYNAMICS	0924-1715	20140027
LED PHASE II STREETLIGHT PRGM-PAY REQ#1	16,950.95	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	0924-1715	20140027
	15,255.85				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WAL MART					
CARPET CLNR VLG VEH	7.85	01680000-53319	MAINTENANCE SUPPLIES	08636	
FRIDGE REPLACEMENT	78.84	01662700-53317	OPERATING SUPPLIES	01513	
PATROL "GO BAG" ITEMS	54.61	01662700-53317	OPERATING SUPPLIES	01165	
SGT TAHOE FLOORMAT	19.93	01662700-53317	OPERATING SUPPLIES	00015	
	<u>161.23</u>				
WALGREENS					
OFFICE SUPPLIES -	12.76	01662600-53314	OFFICE SUPPLIES	039932172244	
	<u>12.76</u>				
WATER PRODUCTS-AURORA					
ADJ RINGS	132.00	01670600-53317	OPERATING SUPPLIES	0242890	
HYDRANT PRTS	536.00	04201600-53317	OPERATING SUPPLIES	0242682	
REPAIR CLAMPS	399.76	04201600-53317	OPERATING SUPPLIES	0243141	
WTR MAIN CLAMP	247.96	04201600-53317	OPERATING SUPPLIES	0241661	
	<u>1,315.72</u>				
WELCH BROS INC					
STORM SEWER REPAIRS	211.37	01670600-53317	OPERATING SUPPLIES	475694	
	<u>211.37</u>				
WEST SIDE TRACTOR SALES					
FUEL SENDER	118.73	01696200-53354	PARTS PURCHASED	N91707	
	<u>118.73</u>				
WESTMORE SUPPLY CO					
CONCRETE POUR	440.00	01670500-53317	OPERATING SUPPLIES	R 80336	
CONCRETE POUR	565.00	01670500-53317	OPERATING SUPPLIES	R 80280	
CONCRETE POUR	640.00	01670500-53317	OPERATING SUPPLIES	R80026	
	<u>1,645.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 21, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WORKING PERSONS STORE					
SAFETY SHOES KNUDSEN	145.80	01622200-53324	UNIFORMS	100392010	
	<u>145.80</u>				
XEROX CAPITAL SERVICES LLC					
LEASE 7/2013	1,269.68	01650100-53317	OPERATING SUPPLIES	069305870	
LEASE 8/2013	1,410.67	01650100-53317	OPERATING SUPPLIES	069812308	
	<u>2,680.35</u>				
ZONES INC					
SERVERS	28,848.00	01652800-54412	OTHER EQUIPMENT	S33502690101	
ZONES REBATE PAYMENT	87,674.56	01720000-58207	ZONES SALES TAX REIMB	JUL-OCT/13	
	<u>116,522.56</u>				
GRAND TOTAL	<u><u>\$798,377.35</u></u>				

The preceding list of bills payable totaling \$798,377.35 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 10/18/13

Authorized by:

Frank Saverino Sr- Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

L-2 10-21-13

ADDENDUM WARRANTS
Oct 8, 2013 thru Oct 21, 2013

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 30, 2013 thru Oct 13, 2013	475,385.48
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 30, 2013 thru Oct 13, 2013	33,237.02
General/ W& S	A C H	Ill Funds	I P B C for December 2013	<u>241,139.19</u>
				<u><u>749,761.69</u></u>

Approved this _____ day of _____, 2013

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended September 30, 2013

AGENDA ITEM
M-4 10-21-13

	MONTH				YTD				BUDGET				
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Sales Tax	\$ 455,002	\$ 530,773	75,772	17%	\$ 2,026,536	\$ 2,486,248	459,713	23%	\$ 5,525,000	\$ 2,246,592	\$ 2,486,248	239,657	11%
Home Rule Sales Tax	265,513	322,535	57,022	21%	1,170,642	1,477,969	307,327	26%	3,205,000	1,280,919	1,477,969	197,050	15%
State Income Tax	209,689	213,693	4,004	2%	1,519,287	1,693,039	173,752	11%	3,785,000	1,580,932	1,693,039	112,107	7%
Utility Tax - Electricity	174,199	161,510	(12,689)	-7%	815,347	779,736	(35,611)	-4%	1,820,000	790,641	779,736	(10,905)	-1%
Telecommunications Tax	129,167	117,744	(11,423)	-9%	748,819	613,933	(134,886)	-18%	1,450,000	611,060	613,933	2,873	0%
Fines (Court, Ord., ATLE, Towing)	145,235	173,863	28,629	20%	626,640	717,377	90,737	14%	1,552,000	656,107	717,377	61,271	9%
Natural Gas Use Tax	14,443	15,511	1,068	7%	105,383	164,643	59,260	56%	575,000	139,689	164,643	24,954	18%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	297,527	327,345	29,819	10%	926,017	941,651	15,634	2%	1,688,800	877,791	941,651	63,860	7%
Licenses (Vehicle, Liquor, etc.)	19,609	5,645	(13,964)	-71%	405,689	409,075	3,387	1%	591,500	414,992	409,075	(5,917)	-1%
Cable Franchise Fees	-	-	-	0%	177,382	143,249	(34,134)	-19%	580,000	241,667	143,249	(98,418)	-41%
Building Permits	33,128	70,983	37,855	114%	282,883	298,015	15,133	5%	528,000	273,208	298,015	24,807	9%
Fees for Services	34,513	50,069	15,556	45%	246,077	311,335	65,259	27%	566,200	265,792	311,335	45,544	17%
Interest Income	3,314	2,511	(803)	-24%	13,855	12,484	(1,370)	-10%	35,000	14,583	12,484	(2,099)	-14%
All Other / Miscellaneous	57,983	44,647	(13,337)	-23%	310,455	307,575	(2,880)	-1%	573,500	247,083	307,575	60,491	24%
Revenue Totals	1,839,321	2,036,830	197,509	11%	9,375,011	10,356,330	981,319	10%	22,475,000	9,641,056	10,356,330	715,274	7%
EXPENDITURES													
Fire & Police Commission	50	405	355	710%	14,104	23,069	8,965	64%	20,991	8,745	23,069	14,324	164%
Legislative Board	2,072	9,489	7,417	358%	69,331	72,966	3,635	5%	124,940	72,407	72,966	558	1%
Plan Commission & ZBA	218	252	34	16%	2,111	1,957	(154)	-7%	5,833	2,430	1,957	(473)	-19%
Legal Services	18,009	28,893	10,884	60%	106,793	119,106	12,313	12%	330,000	137,500	119,106	(18,394)	-13%
Village Clerk	1,992	2,028	36	2%	19,425	12,133	(7,293)	-38%	36,194	15,246	12,133	(3,113)	-20%
Administration	34,135	34,795	660	2%	203,623	204,922	1,299	1%	488,882	206,792	204,922	(1,870)	-1%
Employee Relations	15,687	17,600	1,913	12%	106,906	92,141	(14,765)	-14%	270,175	110,758	92,141	(18,617)	-17%
Financial Management	61,414	61,025	(389)	-1%	382,651	395,150	12,499	3%	874,972	385,195	395,150	9,955	3%
Engineering Services	68,548	67,974	(574)	-1%	371,965	375,436	3,471	1%	879,837	370,914	375,436	4,522	1%
Community Development	60,382	66,507	6,124	10%	350,400	347,843	(2,557)	-1%	992,671	418,194	347,843	(70,351)	-17%
Management Services	75,306	72,539	(2,767)	-4%	336,073	395,798	59,725	18%	888,804	348,127	395,798	47,670	14%
Police	905,206	908,830	3,625	0%	5,126,803	5,350,148	223,345	4%	12,704,792	5,416,964	5,350,148	(66,817)	-1%
Public Works	355,656	258,480	(97,176)	-27%	1,392,042	1,425,319	33,277	2%	3,532,551	1,463,065	1,425,319	(37,746)	-3%
Municipal Building	32,472	27,783	(4,689)	-14%	140,394	149,553	9,160	7%	339,708	142,858	149,553	6,695	5%
Municipal Garage	(3,302)	(3,639)	(337)	10%	17,803	44,297	26,494	149%	-	-	44,297	44,297	100%
Transfers and Agreements	90,089	8,676	(81,412)	-90%	100,802	156,961	56,159	56%	814,800	198,048	156,961	(41,087)	-21%
Town Center	594	15	(579)	-97%	19,558	34,560	15,002	77%	39,850	39,250	34,560	(4,690)	-12%
Expenditure Totals	1,718,529	1,561,652	(156,876)	-9%	8,760,782	9,201,357	440,575	5%	22,345,000	9,336,494	9,201,357	(135,136)	-1%
Net Increase / (Decrease)	120,792	475,178	354,385		614,228	1,154,973	540,744		130,000	304,562	1,154,973	850,410	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended September 30, 2013

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance	
	Sep	Sep	\$	%
Water Billings	\$ 414,657	\$ 553,655	138,997	34%
Sewer Billings	185,878	227,193	41,315	22%
Penalties/Admin Fees	15,646	15,759	113	1%
Connection/Expansion Fees	-	15,701	15,701	100%
Interest Income	3,579	4,076	498	14%
Rental Income	13,811	18,602	4,790	35%
All Other / Miscellaneous	66,542	3,626	(62,916)	-95%
Revenue Totals	700,113	838,612	138,499	20%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Water Billings	\$ 2,547,472	\$ 2,705,206	157,734	6%
Sewer Billings	1,175,317	1,130,616	(44,701)	-4%
Penalties/Admin Fees	75,256	77,305	2,049	3%
Connection/Expansion Fees	19,522	71,583	52,061	267%
Interest Income	15,948	20,749	4,801	30%
Rental Income	68,696	70,525	1,829	3%
All Other / Miscellaneous	279,992	83,708	(196,285)	-70%
Revenue Totals	4,182,204	4,159,692	(22,512)	-1%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Water Billings	\$ 6,100,000	\$ 2,633,036	\$ 2,705,206	72,170	3%
Sewer Billings	2,400,000	1,085,959	1,130,616	44,657	4%
Penalties/Admin Fees	161,000	67,083	77,305	10,221	15%
Connection/Expansion Fees	55,000	22,917	71,583	48,667	212%
Interest Income	35,000	14,583	20,749	6,166	42%
Rental Income	171,000	71,250	70,525	(725)	-1%
All Other / Miscellaneous	88,000	10,833	83,708	72,874	673%
Revenue Totals	9,010,000	3,905,662	4,159,692	254,030	7%

EXPENDITURES

Salaries & Benefits	84,511	86,793	2,282	3%
Purchase of Water	387,768	413,950	26,182	7%
WRC Operating Contract	126,829	130,405	3,577	3%
Maintenance & Operating	65,675	70,694	5,019	8%
IEPA Loan P&I	-	-	-	0%
DWC Loan P&I	-	-	-	0%
Capital Outlay	70,500	-	(70,500)	-100%
Expenditure Totals	735,283	701,843	(33,440)	-5%

Salaries & Benefits	451,741	473,366	21,625	5%
Purchase of Water	1,671,099	1,877,842	206,743	12%
WRC Operating Contract	760,971	755,576	(5,395)	-1%
Maintenance & Operating	955,340	480,379	(474,961)	-50%
IEPA Loan P&I	-	61,795	61,795	100%
DWC Loan P&I	12,751	-	(12,751)	-100%
Capital Outlay	1,175,858	172,589	(1,003,269)	-85%
Expenditure Totals	5,027,760	3,821,547	(1,206,213)	-24%

Salaries & Benefits	1,261,786	533,833	473,366	(60,467)	-11%
Purchase of Water	4,530,000	1,949,975	1,877,842	(72,133)	-4%
WRC Operating Contract	1,768,299	736,791	755,576	18,785	3%
Maintenance & Operating	1,301,745	542,394	480,379	(62,014)	-11%
IEPA Loan P&I	428,650	214,325	61,795	(152,530)	-71%
DWC Loan P&I	61,795	61,795	-	(61,795)	-100%
Capital Outlay	1,072,000	900,000	172,589	(727,411)	-81%
Expenditure Totals	10,424,275	4,939,113	3,821,547	(1,117,565)	-23%

Net Increase / (Decrease)

Net Increase / (Decrease)	(35,170)	136,769	171,939	
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Net Increase / (Decrease)	(845,556)	338,144	1,183,700	
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Net Increase / (Decrease)	(1,414,275)	(1,033,451)	338,144	1,371,595
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Village of Carol Stream
Capital Budget Summary
For the Month Ended September 30, 2013

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 261,905	\$ 3,543	(258,362)	-99%	\$ 319,561	\$ 17,423	(302,137)	-95%	\$ 212,000	\$ 17,423	8%
Interest Income	(225)	22,445	22,670	-10085%	23,572	14,538	(9,034)	-38%	70,000	14,538	21%
All Other / Miscellaneous	3,289	413	(2,877)	-87%	9,337	7,150	(2,187)	-23%	122,000	7,150	0%
Revenue Totals	264,970	26,401	(238,569)	-90%	352,470	39,111	(313,359)	-89%	404,000	39,111	10%
EXPENDITURES											
Roadway Improvements	127,214	(2,752)	(129,966)	-102%	2,913,207	262,801	(2,650,406)	-91%	1,491,000	262,801	18%
Facility Improvements	-	-	-	0%	-	39,596	39,596	100%	704,000	39,596	6%
Stormwater Improvements	249,285	-	(249,285)	-100%	249,285	29,446	(219,839)	-88%	121,000	29,446	24%
Miscellaneous	-	695	695	100%	855	15,521	14,666	1715%	115,000	15,521	0%
Expenditure Totals	376,499	(2,057)	(378,557)	-101%	3,163,348	347,364	(2,815,983)	-89%	2,431,000	347,364	14%
Net Increase / (Decrease)	(111,530)	28,458	139,988	-126%	(2,810,878)	(308,253)	2,502,625	-89%	(2,027,000)	(308,253)	15%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 84,731	\$ 95,465	10,735	13%	\$ 404,577	\$ 415,345	10,768	3%	\$ 933,000	\$ 415,345	45%
Interest Income	522	158	(365)	-70%	2,205	1,153	(1,052)	-48%	7,000	1,153	16%
Revenue Totals	85,253	95,623	10,370	12%	406,783	416,499	9,716	2%	940,000	\$ 416,499	44%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	2,180,210	2,180,210	100%	3,325,000	2,180,210	0%
Crack Filling	-	-	-	0%	20,827	-	(20,827)	-100%	123,000	-	0%
Salt	-	-	-	0%	137,068	-	(137,068)	-100%	-	-	0%
Electricity	3,156	-	(3,156)	-100%	16,847	-	(16,847)	-100%	-	-	0%
Materials and Supplies	1,293	-	(1,293)	-100%	13,585	-	(13,585)	-100%	-	-	0%
Expenditure Totals	4,449	-	(4,449)	-100%	188,327	2,180,210	1,991,883	100%	3,448,000	2,180,210	63%
Net Increase / (Decrease)	80,803	95,623	14,819	18%	218,455	(1,763,712)	(1,982,167)	-907%	(2,508,000)	(1,763,712)	70%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended September 30, 2013

	MONTH				YTD				BUDGET				
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ 186,182	\$ 223,014	36,832	20%	\$ 323,124	\$ 446,029	\$ 122,905	38%	\$ 407,000	\$ 407,000	\$ 446,029	39,029	10%
Interest Income	14	17	3	18%	71	79	8	11%	200	83	79	(5)	-5%
Village Contribution	90,089	-	(90,089)	-100%	90,089	77,395	(12,693)	-14%	130,000	70,000	77,395	7,395	11%
Revenue Totals	276,285	223,031	(53,255)	-19%	413,283	523,503	110,220	27%	537,200	477,083	523,503	46,419	10%
EXPENDITURES													
Principal Retirement	-	-	-	0%	-	-	-	0%	240,000	-	-	-	0%
Interest Expense	-	-	-	0%	69,055	63,880	(5,175)	-7%	127,760	63,880	63,880	-	0%
Paying Agent Fees	-	-	-	0%	3,000	3,000	-	0%	5,000	3,000	3,000	-	0%
Expenditure Totals	-	-	-	0%	72,055	66,880	(5,175)	-7%	372,760	66,880	66,880	-	0%
Net Increase / (Decrease)	276,285	223,031	(53,255)	-19%	341,228	456,623	115,395	34%	164,440	410,203	456,623	46,419	11%
NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ 9,389	\$ 9,389	100%	\$ -	\$ 18,779	\$ 18,779	100%	\$ 18,000	\$ 18,000	\$ 18,779	\$ 779	4%
Sales Taxes	-	-	-	0%	-	-	-	0%	47,000	-	-	-	0%
Interest Income	-	0	0	100%	-	0	0	100%	100	30	0	(30)	-99%
Village Contribution	-	-	-	0%	-	1,878	1,878	100%	1,800	1,800	1,878	78	4%
Revenue Totals	-	9,390	9,390	100%	-	20,657	20,657	100%	66,900	19,830	20,657	827	4%
EXPENDITURES													
Legal Fees	2,621	2,205	(416)	-16%	10,051	6,988	(3,063)	-30%	10,000	5,000	6,988	1,988	40%
Consulting Fees	888	-	(888)	-100%	6,400	2,738	(3,663)	-57%	5,000	2,500	2,738	238	10%
Other Expenses	-	-	-	0%	-	-	-	0%	10,000	10,000	-	(10,000)	-100%
Expenditure Totals	3,508	2,205	(1,304)	-37%	16,451	9,726	(6,725)	-41%	25,000	17,500	9,726	(7,774)	-44%
Net Increase / (Decrease)	(3,508)	7,185	10,693		(16,451)	10,931	27,382		41,900	2,330	10,931	8,601	

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended September 30, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 148,730	\$ (500,768)	(649,498)	-437%	\$ 869,259	\$ (766,120)	(1,635,379)	-188%	\$ 2,450,500	\$ 1,021,042	\$ (766,120)	(1,787,162)	-175%
Employee Contributions	42,617	38,574	(4,043)	-9%	213,384	211,863	(1,521)	-1%	525,000	222,113	211,863	(10,250)	-5%
Village Contribution	122,866	129,313	6,447	5%	614,330	646,565	32,235	5%	1,551,754	646,565	646,565	-	0%
Other Revenues	1,129	50	(1,079)	-96%	27,285	60	(27,225)	-100%	-	-	60	60	100%
Revenue Totals	315,342	(332,831)	(648,174)	-206%	1,724,257	92,368	(1,631,890)	-95%	4,527,254	1,889,720	92,368	(1,797,352)	-95%
EXPENDITURES													
Investment and Admin Fees	13,994	3,669	(10,325)	-74%	105,640	40,876	(64,764)	-61%	121,500	50,625	40,876	(9,749)	-19%
Participant Benefit Payments	122,355	131,439	9,084	7%	636,937	657,195	20,258	3%	1,725,500	718,958	657,195	(61,763)	-9%
Expenditure Totals	136,349	135,108	(1,240)	-1%	742,577	698,071	(44,506)	-6%	1,847,000	769,583	698,071	(71,512)	-9%
Net Increase / (Decrease)	178,994	(467,940)	(646,933)		981,680	(605,703)	(1,587,383)		2,680,254	1,120,136	(605,703)	(1,725,840)	

Village of Carol Stream
Schedule of Cash and Investment Balances
 September 30, 2013

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 9/30/2012
GENERAL FUND	\$ 1,191,206.01	\$ 14,459,088.03	\$ 15,650,294.04	\$ 14,782,098.61
WATER & SEWER FUND	1,024,037.85	14,722,283.42	15,746,321.27	16,256,563.33
CAPITAL PROJECTS FUND	-	21,512,757.96	21,512,757.96	19,964,067.66
MFT FUND	-	1,600,662.18	1,600,662.18	2,858,840.29
GENEVA CROSSING TIF FUND	-	2,215,407.65	2,215,407.65	1,957,943.20
NORTH/SCHMALE TIF FUND		20,657.16	20,657.16	-
POLICE PENSION FUND	<u>412,623.71</u>	<u>35,413,071.37</u>	<u>35,825,695.08</u>	<u>34,247,961.69</u>
TOTAL	<u>\$ 2,627,867.57</u>	<u>\$ 89,943,927.77</u>	<u>\$ 92,571,795.34</u>	<u>\$ 90,067,474.78</u>