

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 2, 2012

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 March 19, 2012 Village Board Meeting.
2. Approve and not release Minutes of the Executive Session of the March 19, 2012 Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2581, Honoring the State 4A Poms Champion Glenbard North Pantherettes.
2. Proclamation Designating April 8-14th National Public Safety Telecommunications Week.
3. Public Hearing: Annual Budget for the 2012-13 Fiscal Year Beginning May 1, 2012.

D. SELECTION OF CONSENT AGENDA:

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

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Approval of Updated Budget Financial Policies-Reserve Balances.
Staff has reviewed and recommended updates to the Village's reserve policies which provide expanded definition and clarification of reserve levels and incorporate procedures to be observed in the event reserve balances exceed defined policy levels.
2. Award of Contract for the 2012 Flexible Pavement Project. *Engineering staff recommends award for the 2012 Flexible Pavement Project to Plote Construction Inc. in the amount of \$2,147,246.74.*

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3. Clean Air Counts Energy Program Promotion.
This matter seeks Village Board approval of a letter from the Mayor detailing the money savings benefits to residents and small business of the Clean Air Counts Energy Saver Program. If approved, the letter will be inserted in the April 2012 water bill mailing and also directly mailed to 4,875 apartment addresses in early April.
4. Personnel Manual Revisions.
Recommendation for revision of the Village of Carol Stream's Personnel Manual.
5. Award of Contract – Landscape Maintenance Services.
Public Works solicited bids for the annual landscape maintenance contract and recommends award to Jameson Landscaping Services.
6. Approving Purchase of Hydro-Excavator in FY 13 and waiver of bid.
Public Works is seeking approval to place an order for a hydro-excavator that has been budgeted in fiscal year 2013 for delivery after May 1.
7. Approval of an Employee Leasing Agreement with GOVTEMPUSA, LLC for a Temporary Engineering Services Inspector.
Engineering staff has negotiated an hourly rate and the Village Attorney has approved an agreement with GOVTEMPUSA, LLC in an amount not to exceed \$27,000 to contract the services of an inspector for the Engineering Services Department during the 2012 construction season.

H. ORDINANCES:

1. Ordinance No. _____, Adopting the Annual Budget for the Village of Carol Stream in the Amount of \$39,587,367 for the 2012-13 Fiscal Year Beginning May 1, 2012 and Ending April 30, 2013.
2. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class A Liquor Licenses from 9 to 8 (Leiserv, Inc. d/b/a/ Brunswick Zone).
Brunswick Zone, 170 North Avenue, has closed its business and has voluntarily relinquished its liquor license.

Village of Carol Stream

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I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The ordinance details 4 pieces of obsolete technology no longer useful to the Village and candidates for disposal by resale and/or recycling.*
2. Resolution No. _____, Adopting the 2012-13 Employee Compensation Plan for the Village of Carol Stream. *Annual recommendation for compensation of non-union employees.*

J. NEW BUSINESS:

1. 2010 MFT Audit Report Transmitted from IDOT. *For receipt only. No Board Action required.*
2. Raffle License Application – Carol Stream Rotary Club. *The Carol Stream Rotary Club is requesting approval of a raffle license and waiver of fee in connection with its Chili Open event being held on May 4, 2012.*
3. Carol Stream Youth Cheerleading Association – Use of Town Center. *Request for approval to execute a License Agreement between the CSYCA and the Village of Carol Stream giving them permission to use the Town Center for cheerleading practice.*

K. PAYMENT OF BILLS:

1. Regular Bills: March 20, 2012 through April 2, 2012.
2. Addendum Warrants: March 20, 2012 through April 2, 2012.

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

Village of Carol Stream

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N. ADJOURNMENT:

LAST ORDINANCE: 2012-03-09

LAST RESOLUTION: 2580

NEXT ORDINANCE: 2012-04-10

NEXT RESOLUTION: 2581

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

March 19, 2012

Mayor Pro Tem Matt McCarthy called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzullo, Don Weiss, Greg Schwarze, Matt McCarthy & Pam Fenner

Absent:

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

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

MINUTES:

Trustee McCarthy moved and Trustee Weiss made the second to approve the Minutes of the March 5, 2012 Village Board Meeting. The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Manzullo, Weiss, Schwarze & McCarthy
Nays :	0	
Abstain	1	Trustee Fenner

Trustee Frusolone moved and Trustee Schwarze made the second to approve and not release the Minutes of the March 5, 2012 Executive Session Meeting. The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Manzullo, Weiss, Schwarze & McCarthy
Nays :	0	
Abstain	1	Trustee Fenner

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Resolution No. 2579, Commending Gary Havlick on Twenty One Years of Service with the Village of Carol Stream:

A resolution was read by Mayor Saverino recognizing Public Works employee Gary Havlick for twenty-one years of service in the Carol Stream Public Works. Trustee McCarthy moved and Trustee Fenner made the second to approve Resolution No. 2579, commending Gary Havlick on twenty one years of service with the Village of Carol Stream. The results of the roll call vote were as follows:

AGENDA ITEM
B-1 4-2-12

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner

Nays : 0

Resolution No. 2580, Honoring the 3rd Place IHSA Bartlett High School Lady Hawks Girls' Basketball Team:

Resolution read by Trustee McCarthy. Trustee Schwarze moved and Trustee Frusolone made the second to approve Resolution No. 2580, honoring the 3rd place IHSA Bartlett High School Lady Hawks girl's basketball team. The results of the roll call vote were as follows:

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner

Nays : 0

Proclamation Designating March 19th-March 25th as Flood Safety Awareness Week: *Proclamation read by Trustee Frusolone.*

Proclamation in Support of 2012 Earth Hour on Saturday, March 31st: *Proclamation read by Trustee Schwarze.*

CONSENT AGENDA:

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

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner

Nays : 0

Trustee Fenner moved and Trustee McCarthy 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 Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner

Nays : 0

1. Award of Contract – Hoving Clean Sweep, LLC - Street Sweeping Services.
2. Award of Contract to Tri-R Systems, Inc. in the amount of \$168,650 for the design and installation of a SCADA system in accordance with their proposal dated February 27, 2012.
3. Salt Purchase - Winter 2012-13.
4. Kuhn Road Bike Trail – A. Lamp Request to Crush Concrete on WRC Property.
5. Pond Shoreline and Wetland Maintenance for FY2013, Recommendation to Waive Bids and Award Contract.

The Village Board approved the Engineering staff recommendation that the bid process be waived and the 2012-2013 Pond Shoreline and Wetland Maintenance Contract be awarded to Bedrock Earthscapes, LLC in the amount of \$23,410.00.

Ordinance No. 2012-03-08, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class C Liquor Licenses from 19 to 20 (Eagle FSE Inc. d/b/a/ Eagle Wine and Liquor, 167-169 Schmale Road):

The Village Board approved Ordinance No. 2012-03-08, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class C liquor licenses from 19 to 20 (Eagle FSE Inc. d/b/a/ Eagle Wine and Liquor, 167-169 Schmale Road).

Raffle License Application – Carol Stream 4th of July Parade Committee:

The Village Board approved the Carol Stream 4th of July Parade Committee raffle license request, waiver of fee and manager's fidelity bond in connection with a raffle drawing to be held at Culvers on July 31, 2012.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated March 19, 2012 in the amount of \$338,408.09. The Village Board approved the payment of the Addendum Warrant of Bills from March 6 – March 19, 2012 in the amount of \$701,861.44.

Non-Consent Agenda Items:

Wheaton College – 570 S. Gary Avenue Special Use – Amendments & Request for zoning approvals for improvements to the baseball facilities at the American Legion property:

Manager Breinig reviewed a list of four changes that had been suggested since the Plan Commission meeting on this matter which he had been asked to read:

- 1. That the baseball facilities shall only be used by Wheaton College, the American Legion, or for other youth-oriented athletic events as approved by Wheaton College, and that the facility shall not be rented or leased for use by adult teams or groups. The change from baseball to athletic uses was to allow intermittent use by the College for soccer practice or other athletic activities and was requested by the College.*
- 2. That the baseball facilities shall only be used for athletic events, and that any other use shall require approval by the Village Board. Any used other non-athletic use such as concerts would require Village Board but not Plan Commission approval.*
- 3. That the baseball facilities shall not be used for night activity, meaning that the lights shall not be used, on more 15 days per month year round and for not more than seven consecutive nights.*
- 4. That no alcoholic beverages shall be sold at the concessions building or served at the stadium. This provision was requested by the legion. Any liquor sold would be licensed by the Village similar to a special events license similar to the Village four day festival and one day religious events.*

Mr. Rick Campbell, President of the Mission Court Homeowners Association (MCHOA) spoke on behalf of the Association residents. He stated they are not against the baseball field but feel the intensity of use is too great. They are concerned about the "other stuff" planned for the field such as soccer and other

events. They feel the use of the field and amount of night time games is excessive. They are worried about the long-term, excessive use of the field over the next 50 years. They are worried about people trespassing on their property, safety and privacy issues and the overall impact on their properties by increasing the intensity of use of the baseball field property.

Mr. Jim Kindler, 180 Mission Ct. and MCHOA Board member expressed concerns about lights after the game and noise levels of fans and car horns after the game. He stated they are not opposed to the field but rather its expansion and not knowing how far it will go. He felt a "no" vote tonight is appropriate.

Ms. Dawn Johnson, 1N165 Mission Ct., lives near the center of the soccer field. She stated the use has changed from a baseball field to a stadium venue. She commended the Wheaton Park District and Wheaton College for their maintenance of the facilities but feels noise levels are a concern and will be excessive.

Mr. Scott Hargadon, Attorney representing Wheaton College stated that light and noise levels are in line with allowable levels. He stated that the College is making a sizeable investment in the baseball field and a 50 year lease agreement with the American Legion is necessary to allow them to receive a payback on their investment. He stated he expects that the terms and conditions approved at the beginning of the lease will be those in effect at the end of the lease.

Mr. Bruce Koeningsberg, Wheaton College Architect stated they would like unrestricted use of the ball field but have agreed to reduce usage of the field from 100% to 50% (15 nights/month) whereas the MCHOA wishes to reduce it further to 30%. He stated the College has made significant concessions on many of the issues including lighting at reduced levels for non-NCAA games and a PA system designed to limit noise levels along the property line and limit use of the PA system from 10:00 a.m. and 10:00 p.m. The College has stipulated that visiting team busses would be required to park at Wheaton College. He stated that all of the objections have come from Winfield residents and none from Carol Stream residents.

Trustee McCarthy asked whether there are lights at the soccer field and whether games are only played during the day. Mr. Koeningsberg stated there are no lights and no intention of installing lights for night play at the soccer field. Trustee McCarthy inquired whether the soccer field parking area could be temporarily closed to parking for baseball events during evening hours. Mr. Koeningsberg stated this could be done but the College has already stipulated they would not be using the soccer field area for parking. Manager Breinig stated he would like input from the American Legion on this topic and since some of the Legion games may go into the evening hours due to delayed or late start times. Trustee McCarthy stated the College is trying to be a good neighbor and he appreciates that the College is trying to work with the HOA to resolve their issues.

Trustee Fenner stated that she resents the implication that because these residents (Winfield residents) are not Carol Stream residents that the Village Board would take their concerns any less than if they were Carol Stream residents. However, she stated the College's use is valid, they have followed all Village requirements and they are working with the residents to the best of their ability. She feels the College will provide a valuable contribution to the Village but wanted to put the College on notice that she did not appreciate what was said.

Trustee Weiss thanked all parties involved for working together to resolve the issues. He asked for clarification on the use of the baseball facility for athletic events versus baseball events. Dr. Paul Chelsen, Vice President for Student Development, who supervises athletics, stated the College currently has no plans to use the field for anything other than baseball. Trustee Weiss stated the residents cannot get all of the concessions they want but the College has moved on many of the issues of concern. The College would be required to come back to the Village Board for any changes in use beyond what is agreed upon.

Trustee Schwarze stated he understands the concerns of the residents of Mission Ct. and that he has been in their shoes. He questioned if the concerns regarding traffic and noise will actually be problems or are they "what if" concerns that may never happen. He feels Wheaton College has addressed most of the resident concerns. He recognized that the fear of the concerns is real but questioned whether they will really happen.

Trustee Frusolone asked the HOA whether they have approached the Village of Winfield about their parking concerns and perhaps implementing a parking permit system on their streets. Mr. Campbell stated they have spoken to Winfield Village President Birutis. It has been suggested that "no parking on baseball game night" signs be installed but they felt it would hurt property values. Mr. Campbell stated they have been living with traffic issues from the ball field property and their concerns are real. He stated the College has great intentions but they cannot control what their fans do.

Trustee Frusolone asked who coordinates the schedules of the different groups using the fields (soccer, baseball & special events). Mr. Robert McNees, Attorney representing the American Legion stated the Legion has and will continue to coordinate activities of the various organizations that use their property. Trustee Frusolone stated the residents are concerned that there maybe more conflicts due to the larger and better venue. Mr. McNees stated Wheaton College hopes the baseball field will be used more frequently after it is improved because under NCAA rules the College cannot currently use the field.

Trustee Manzzullo stated the residents are concerned about the "L" shaped fence along the property boundary. Mr. Hargadon stated the College offered the HOA \$10,000 to improve the fence along the property line. Trustee Manzzullo asked if the College would be willing to close off the soccer field parking area for night games. Manager Breinig questioned whether the Legion holds any non-baseball or soccer events that would force patrons to park on Mission Ct. because they do not have access to parking on Legion property. Mr. McNees expressed a similar concern about closing off parking at the soccer field. Manager Breinig suggested there maybe other alternatives to provide screening to the residents of Mission Ct. from car headlights such as a landscape buffer or board on board fencing.

Mr. Kindler stated the Mission Ct. home-owners were asked what type of fence they would prefer in their back yards and each one said they would prefer a fence similar to the one at the baseball field (an aluminum fence painted black and warranted for the term of the lease). The residents are concerned about use of the detention pond by soccer match attendees. He stated again that not one of the residents is against the new baseball field but rather the intensity of its use.

Nays : 0

Approval of Settlement Agreement – Hunter Gilmore Matter:

Trustee Don Weiss requested this item be removed from the consent agenda to allow the Village Manager to explain the agreement. Manager Breinig stated former Police Commander Hunter Gilmore had left the Village as a deferred pensioner to take a police chief position in Darien, Wisconsin. The Village believed Officer Gilmore was not a retiree under the provisions of the Village personnel rules. He disputed the Village decision. The matter involved a unique provision in state statute that allows police officers to have status as a deferred pensioner if they have the requisite 20 years of service but lack the required 50 years of age to be considered a retiree. The dispute primarily concerned a personnel manual provision regarding payout of unused sick leave at "retirement", language that has since been cleaned-up. The agreement will settle the dispute and bring the matter to closure. Trustee Weiss stated that the settlement is avoid future costs of litigation and to relieve both parties of future liability on this matter.

Trustee Fenner made the motion to approve the settlement agreement with Hunter Gilmore. The motion was seconded by Trustee Schwarze. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner

Nays : 1 Trustee Weiss

Report of Officers:

Trustee Frusolone stated that the Aldrin Center no longer exists at Armstrong Park as it was demolished. She reminded parents that the area is an active construction zone and to remind their children to be careful when going to Armstrong Park. She reminded motorists that with the warm weather to be careful of children playing or walking near streets. Finally, she reminded residents to be prepared for emergencies as we enter the rainy season and increased potential for flooding.

Trustee Manzzullo wished Mr. Havlick the best of luck and for sitting through the long Board meeting. He thanked the residents of Mission Court for their input on the ball field issue, the Plan Commission and staff for doing a lot of work on this issue. He wished his grandmother a Happy 85th Birthday. He asked everyone to pray for our troops.

Trustee Fenner reminded everyone to vote tomorrow.

Trustee Weiss stated he had a discussion with County Board Chairman Dan Cronin about their review of the various boards and commissions in the County.

Trustee Schwarze stated a proclamation in support of earth hour on March 31 was read this evening and encouraged everyone to turn off all non-essential lights and appliances from 8:30 p.m. – 9:30 p.m. on that day to help the environment. He reminded everyone to shop Carol Stream.

Manager Breinig stated that for the past 10 years it has been his pleasure to work with Gary Havlick. He complimented the Community Development Department staff and, in particular, Bob Glees and Don Bastian for their handling of the baseball field case. He felt it was fair to everyone. The public hearing for adoption of the budget will be held on April 2, 2012. On April 21, 2012 the Village and Park District will be hosting a joint Earth Day and recycling event at the Town Center.

Mayor Saverino thanked Bob Glees and Don Bastian for the work they do and for helping people to get over the humps. He felt the baseball field case was handled fairly. He wished Gary Havlick the best in his retirement and that he will be missed by the Village. He thanked Trustee McCarthy for filling in for him and for attending the DARWE graduation in his absence.

At 10:18 p.m. Trustee McCarthy moved and Trustee Weiss made the second to adjourn the meeting to Executive Session to discuss Section 2.C.1 of the Open Meetings Act (OMA) for salary schedules for one or more classes of employees; Section 2.C.2 of the OMA for collective negotiating matters and; Section 2.C.11 of the OMA for pending litigation. No action will be taken by the Village Board after Executive Session and the meeting will be adjourned from Executive Session. The results of the roll call vote were as follows:

Ayes:	6	Trustees Frusolone, Manzzullo, Weiss, Schwarze, McCarthy & Fenner
Nays :	0	

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

Beth Melody, Village Clerk

RESOLUTION NO. 2581**Honoring the State 4A Poms Champion Glenbard North Pantherettes**

Whereas, under the direction of Head Coaches Gina Mendez and Deena Vargocko, the Glenbard North Pantherettes Pom Squad worked hard all season long and dedicated themselves to excellence all throughout their season; and

Whereas, the Glenbard North Pantherettes Pom Squad competed in regional tournaments at Wheaton Warrenville South, Wheaton North, Bartlett and Oswego East High Schools, placing 1st in each and earning the prestigious 'Most Artistic Award' in 3 of those competitions; and

Whereas, the Pantherettes' dedication and hard work paid off when they competed head-to-head with eight other State Varsity Pom Squads in the Illinois State Finals Competition held on Sunday, March 4th at the Peoria Civic Center, winning the 4A Championship by less than one-tenth of a point; and

Whereas, members of the State 4A Glenbard North Pantherettes Pom Squad include:

Katie Sullivan (Captain)	Brianna Swafford	Caitlyn Patrosso
Alexis Vaughn (Captain)	Brooke Heyduk	Chrissy Gillespie
Shannon Bryers (Captain)	Bailey Collins	Nicolette Wellman
Maria Tomsovic (Captain)	Bryanna Litvin	Stephanie Lozano
Samantha Stiemann	Gabi Nonneman	Bianca Antogiovanni
Courtney Brousek	Gaby Gibson	Abby Paragon
Lidia Gonzalez	Katie Hesser	Karissa Forcone
Angela Engebretson	Dani Kfoury	

NOW, THEREFORE, BE IT RESOLVED BY MAYOR 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:

SECTION 1: That the Glenbard North Pantherettes Pom Squad and coaching staff are hereby recognized for winning the 2011-12 State 4A Pom Team Championship.

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

PASSED AND APPROVED THIS 2nd DAY OF APRIL, 2012.

AYES:

NAYS:

ABSENT:

SIGNED:

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

C-2 4-2-12

PROCLAMATION

Designating April 8th - 14th National Public Safety Telecommunications Week

WHEREAS, DuPage Public Safety Communications, known as DU-COMM, plays a vital role in the protection of human life and property in our community; and

WHEREAS, DU-COMM has been successfully serving the public safety communications needs of the Village of Carol Stream and surrounding DuPage County communities since 1975; and

WHEREAS, while enduring long shifts and handling frequent life and death emergencies, DU-COMM Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate matter; and

WHEREAS, DU-COMM Telecommunicators provide a critical communication link between the residents and police, fire and emergency medical services providers; and

WHEREAS, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our cities, towns, villages, districts, and on our highways, 24 hours a day seven days a week; and

WHEREAS, our Public Safety Communications personnel daily serve the public in countless ways without due recognition by the beneficiaries of their services.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO, SR. AND THE BOARD OF TRUSTEES OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby proclaim the week of April 8-14, 2012 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

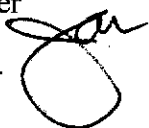
in the Village of Carol Stream and commends the devotion, contributions, and services of the DU-COMM Telecommunicators.

PROCLAIMED THIS 2nd DAY OF APRIL, 2012

Frank Saverino Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

DATE: March 15, 2012
TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director 
SUBJECT: Draft Budget Public Hearing and Notice Publication

Illinois Statutes (65 ILCS 5/8-2-9.9) require that prior to the adoption of the Village's annual budget:

1. The proposed budget be available for public inspection at least 10 days prior to adoption.
2. A public hearing on the budget must be conducted prior to adoption and the proposed budget must be available to the public for a period of one week prior to the public hearing.
3. Notice of the public hearing must be published in a newspaper of general circulation at least one week prior to the public hearing.

In keeping with our previously distributed calendar of budget planning dates, we have scheduled the required public hearing on the proposed FY12/13 budget for Monday April 2nd, with adoption later on the agenda that same evening.

A comprehensive draft of the proposed FY12/13 budget will be distributed to the Village Board this Friday, March 16th, along with copies to the Village Clerk's Office, the Carol Stream Library and publication on the Village's web site to further satisfy the public availability requirements in Illinois statutes.

Attached is the form of public hearing notice which will be placed in the Daily Herald no later than Monday, March 26 to meet the minimum one week notice requirement.

Please let me know if you have any questions.

VILLAGE OF CAROL STREAM
PROPOSED BUDGET FOR FY12/13
MAY 1, 2012 - APRIL 30, 2013

NOTICE OF PUBLIC HEARING

A public hearing on the Village's proposed FY12/13 annual budget for the fiscal year beginning May 1, 2012 and ending April 30, 2013 will be held by the Mayor and Board of Trustees of the Village of Carol Stream at 8:00PM on Monday, April 2, 2012. The hearing will be held in the Board Room of the Gregory J. Bielawski Municipal Center at 500 N. Gary Ave., Carol Stream, IL 60188.

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

ILLINOIS COMPILED STATUTES

(65 ILCS 5/8-2-9.9) (from Ch. 24, par. 8-2-9.9)


Sec. 8-2-9.9. The corporate authorities shall make the tentative annual budget conveniently available to public inspection for at least ten days prior to the passage of the annual budget, by publication in the journal of the proceedings of the corporate authorities or in such other form as the corporate authorities may prescribe. Not less than one week after the publication of the tentative annual budget, and prior to final action on the budget, the corporate authorities shall hold at least one public hearing on the tentative annual budget, after which hearing or hearings the tentative budget may be further revised and passed without any further inspection, notice or hearing. Notice of this hearing shall be given by publication in a newspaper having a general circulation in the municipality at least one week prior to the time of the hearing.

(Source: P. A. 76-1117.)

Village of Carol Stream
Interdepartmental Memorandum

DATE: March 26, 2012

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director 

SUBJECT: Financial Policy Review and Recommendation – Reserve Balances

Background

As a follow-up to our initial budget workshop meeting on January 17, 2012, I had suggested we consider some updates to our budget financial policies as they relate to reserve balances to:

1. Review the adequacy and relevance of the current policy in today's operating environment and make recommendations for improvements as needed.
2. Enhance the application and administration of reserve policies through clearer definition of terms, objectives and action steps.
3. Improve transparency and accountability by increased focus and documentation of reserve balances in financial planning documents.

Attached as **Exhibit A** is our current reserve policy as it has appeared in the Village Budget over the past number of years.

Items 1 and 2 in the policy define the level of reserve balance to be maintained for the General Fund and Water and Sewer Fund respectively. In both cases, the policy defines a minimum reserve level as a percentage of budgeted expenditures. Under current policy, this is defined as 50% for the General Fund and 25% for the Water and Sewer Fund. Historically, we have maintained a higher General Fund policy level as its revenue streams are generally more susceptible to downturns in economic conditions and our lack of a property tax.

Item 3 establishes a special reserve in the Water and Sewer Fund for equipment replacement which is funded at \$100,000 per year. This policy began in FY98/99, and originally was written to "cap" at \$1 million, until FY02/03, when the cap was removed. Through April 30, 2011, a total of \$2.18 million has accumulated in this reserve account.

The last item, number 4, is a general policy statement which discusses the procedure for replenishing reserve balances in the event they are drawn upon to fund one-time capital or other expense, or operating expenses.

Reserve Levels

A review of Carol Stream's reserve levels for its two operating funds (General Fund and Water and Sewer Fund) compared to neighboring communities shows that our General Fund reserve policy is at the higher end of those communities surveyed, while our Water and Sewer Fund reserve policy is generally the same (See **Exhibit B**). You will also note however that the policy reserve level for those remaining few communities which do not impose a local property tax is generally higher than the average of surveyed communities.

General Fund

Since our General Fund is primarily an operating fund and has only modest capital needs (i.e. capital spending makes up only 2% of the proposed FY12/13 budget), there is little need to accumulate reserve funds above a level which meets the Fund's cash flow requirements and to provide a small liquidity buffer in the event of extraordinary events impacting short-term revenues or one-time significant expenditures.

As such, I would recommend modifying our policy to focus on a targeted range. Rather than a minimum cash reserve requirement of 50% of one year's expenditures, I am recommending we maintain reserves between a corridor of **25% as the minimum**, up to a **maximum of 50%**. Beyond the 50% maximum, we should define policy for handling "excess" reserves, such as transferring them to our Capital Projects Fund to support reinvestment in our infrastructure assets.

I would also recommend additional policy language which more clearly defines the process for calculating reserves, allowing for the creation of "special reserves" (such as our current Emerald Ash Borer reserve which has not been incorporated into our policy statement in the past), and the process for distributing reserves which may exceed the policy maximum.

Water and Sewer Fund

Our Water and Sewer Fund is different than any other Village Fund in that it is categorized as an Enterprise Fund, which operates in a similar manner as that of a private business. In this environment, substantially all of the revenues of the fund are based on a system of fees charged to users of the system which are designed to cover all of the expenses incurred to provide the product or service (i.e. delivery of potable water and transmission and treatment of sanitary sewage).

In the case of the Water and Sewer Fund, all of the expenses required to support the system, both operating and capital, are accounted for in the same fund. As such, it is important to more clearly define reserve components on a similar basis. I am recommending that we continue to maintain a 25% cash reserve balance for operating reserves as our current policy dictates. I am further recommending additional policy language which more clearly defines "capital reserves". Within the Water and Sewer Fund, since all of the funding essentially comes from customers who use the system, it is not unreasonable to define capital reserves as "all other reserves which are not operating reserves".

As the Fund incorporates a long-range capital improvement plan, there is less need to focus on a maximum reserve level which would be deemed "sufficient". As long as our long-term planning focus identifies regular capital reinvestment programs which are needed to maintain the water and sewer systems in good working order, we will have a sense of whether or not today's reserve balances are sufficient to meet tomorrow's needs. Remember, the rate charged to customers is intended to cover both operating and capital costs of the system. If, during the review of our long-range capital plan, staff or the Village Board feel that capital reserves are sufficient to meet the long term needs of the system, any "excess" capital reserves can be returned to customers via extensions in scheduled rate increases or even rate decreases, if appropriate.

Based on this manner of defining reserves, there is no need to continue to maintain the separate "Water and Sewer Replacement Fund" as identified as item 3 of the current policy. This essentially becomes redundant or duplicative. As such, I am proposing closing this account and the balances become a component of "capital reserves" as identified in the updated policy document.

Other

Equipment Replacement Fund

In lieu of the "Water and Sewer Replacement Fund", establishment of an internal service fund for the replacement of heavy equipment and fleet vehicles would be an excellent tool to plan for and pre-fund the replacement of these significant assets. Based on the strategic goals identified by the Village Board, I will prepare a proposal to create an Equipment Replacement Fund to be presented in a Village Board workshop setting in July for possible further consideration in preparation of next year's FY13/14 budget.

Revolving Loan Fund

On September 8, 2009, the Village Board authorized the creation of a revolving loan fund between the Water and Sewer Fund and General Fund for equipment

purchases. We have used this fund one time to pay for snow plowing equipment (\$122,097) in FY09/10, the loan amount plus interest which will be paid back to the Water and Sewer Fund over a term of 5 years. The establishment of more clearly defined reserve policies and funding models for equipment purchases should eliminate the need for interfund loans going forward. We have budgeted for the early pay-off of the existing loan in the FY12/13 budget. Once repaid, we will propose closing this revolving loan program.

Revised Reserve Policy Statement

An updated reserve policy statement incorporating the concepts presented in this memorandum is attached as **Exhibit C**. Presently, we are proposing this item be included on the April 2nd Village Board Agenda under Staff Reports and Recommendations, following the Budget public hearing but prior to consideration of the ordinance adopting the FY12/13 budget. Should the Village Board concur with these changes, the updated policies will be incorporated into the final published budget document.

*Village of Carol Stream***Fiscal Policies**

A. Reserve Policy

1. The Village will maintain General Corporate Fund working capital and reserves. The balance of the fund will be maintained at a level at least equal to 50% of the total General Corporate fund annual budgeted expenditures. This reserve shall be created and maintained to provide the capacity to:
 - a. offset unexpected downturns or revision in any general corporate fund revenue.
 - b. provide a sufficient cash flow for daily financial needs at all times.
 - c. offset unexpected increases in general corporate fund expenditures.
 - d. to supplement the budget during a financial downturn.
2. The Village will maintain Water and Sewer Fund working capital and reserves. The balance of the fund will be maintained at a level at least equal to 25% of the total Water and Sewer Fund annual budgeted expenditures, excluding infrastructure expenditures.
3. The Village will maintain a Water and Sewer Replacement Fund. This fund will be used for equipment replacement. The Fund will be funded at the rate of \$100,000/year.
4. If fund balances are used to support one-time capital, one-time non-operating expenditures, and operating expenditure the funds must be specifically appropriated by the Village Board and a plan to replenish the reserves to the required level should accompany the request to use the funds.

Current Reserve Policy

Village of Carol Stream
Reserve Policy Survey
January 2012

	General Fund		Water & Sewer Fund	
Carol Stream	50%	1	25%	2
Addison	25%		25%	
Bartlett	25% to 35% range	1	25% to 35% range	2
Bloomingtondale	25%	3	25%	
Glen Ellyn	25%		25%	2
Glendale Heights	*		*	
Hanover Park	25%		*	
Lombard	25%		25%	2
Roselle	25%		17% (2 months)	
West Chicago	25%	4	25%	4
Wheaton	40%		30%	
Wood Dale	50%		35%	
<u>Other No-Property Tax Communities</u>				
Oak Brook	50%		*	
Willowbrook	35%		25% to 35% range	

Percentages are of budgeted expenditures unless noted otherwise

* no specific policy identified.

- 1 Excess, if any, is transferred to capital.
- 2 Excess, if any, is retained for future rate relief, or for capital, or both.
- 3 Average of total revenues and expenditures.
- 4 Looking to increase to 35% over next few years.

Village of Carol Stream

Fiscal Policies

Proposed

A. Cash Reserve Policy

The Village will maintain operating cash reserve balances for its operating funds (General Corporate Fund and Water and Sewer Fund) as a means of meeting the Village's cash flow requirements and to provide a liquidity buffer to protect against short-term revenue losses, delays in State funding, or other unplanned significant expenditures. Reserve balances will be established in accordance with parameters set forth in this policy.

Operating reserves will be established based on annual "net budgeted expenditures" of the fund, which shall be defined as total budgeted expenditures minus capital expenditures.

Cash balances subject to the reserve policy shall exclude cash deposits, escrows, or other amounts held by the Village on behalf of third parties.

The Village Board may, from time to time, establish "special operating reserves", which may be maintained in addition to standard operating reserve balances. Generally, these may be established to support special programs or projects as approved by the Village Board (e.g. Emerald Ash Borer Reserve). These special operating reserves may be established as a percentage of net budgeted expenditures or as a fixed dollar amount which is reduced as qualified expenditures are incurred.

General Corporate Fund

The General Corporate Fund shall maintain an operating cash reserve balance at a minimum of 25% of annual net budgeted expenditures, but shall be no more than 50% of net budgeted expenditures.

In the event cash reserve balances exceed 50% of net operating expenditures, the excess amount over the 50% maximum may be:

1. Retained in the General Fund upon direction of the Village Board.
2. Transferred to the Capital Projects Fund as the primary funding support for ongoing Village infrastructure improvements.
3. Used for any other purpose as the Village Board may direct and approve.

Transfers or other disposition of balances in excess of the policy maximum need not take place more frequently than once annually and should generally be directed on or near the time of the adoption of the annual budget, or as soon as is practicable thereafter.

Water and Sewer Fund

The Water and Sewer Fund shall maintain an operating cash reserve balance at a minimum of 25% of annual net budgeted expenditures. All other fund reserve balances

shall be designated as “capital reserve” balances and will be used to support the construction, repair, rehabilitation or replacement of capital assets serving the combined water and sewer utilities.

If fund balances are used to support one-time capital, one-time non-operating expenditures, and operating expenditure the funds must be specifically appropriated by the Village Board and a plan to replenish the reserves to the required level should accompany the request to use the funds.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WC*
DATE: March 20, 2012
RE: **2012 Flexible Pavement Project - Award of Contract**

On Tuesday, March 20th at 11:00 AM bids were opened for the referenced project and read aloud. The following is a summary of the bids as read;

<u>Contractor</u>	<u>As Read Bid Amount</u>
Brother's Asphalt (Addison)	\$2,397,914.40
A-Lamp Concrete (Schaumburg)	\$2,470,877.75
Plote Construction, Inc. (Hoffman Estates)	\$2,147,246.74
R.W. Dunteman Co. (Addison)	\$2,374,418.57
J.A. Johnson Paving (Arlington Heights)	\$2,279,785.75
Geneva Construction, (Aurora)	\$2,342,114.65
Schroeder Asphalt Services (Huntley)	\$2,251,052.14
Arrow Road (Mt. Prospect)	\$2,231,982.04
Engineer's Estimate	\$2,333,175.50

A very minor bid irregularity of \$0.74 was noted in Schroeder's bid, making the actual bid \$2,251,051.40.

The budget for this project is proposed to be \$2,653,000 and the low bid is \$505,704 (19%) under budget and \$319,824 (13.7%) under the engineer's estimate of cost. Engineering staff conservatively estimated the project due to unforeseen conditions such as potential for failed asphalt binder (which has been experienced in the areas we were working in past projects) and increased asphalt prices due to higher fuel costs. Fortunately, the bidding climate remains highly competitive due to the limited number of projects available.

Engineering staff therefore recommends the 2012 Flexible Pavement Project be awarded to Plote Construction, Inc. of Hoffman Estates at the bid unit prices attached.

Attachment

cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Jim Ludman, Engineering Inspector
Jesse Bahraini, Engineering Inspector

**2012 Flexible Pavement Project - Various Streets
Bid Tabulation**

ITEM NO.	ITEM	UNIT	QTY	Engineer's Estimate		Pike Construction Hoffman Estates, IL		R.W. Duntman Co. Addison, IL		Brothers Asphalt Paving, Inc. Addison, IL		Schroeder Asphalt Services, Inc. Huntley, IL		Arrow Road Construction Co. Mt. Prospect, IL		Geneva Construction Aurora, IL 60507		J.A. Johnson Paving Co. Arlington Heights, IL		A-Lamp Concrete Contractors Schaumburg, IL			
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Combination Curb & Gutter Removal	LF	17345	\$3.75	\$65,043.75	\$3.00	\$52,035.00	\$3.50	\$60,707.50	\$3.30	\$57,238.50	\$2.75	\$47,696.75	\$3.10	\$53,558.50	\$4.00	\$69,380.00	\$3.00	\$51,825.00	\$3.00	\$51,825.00	\$3.00	\$51,825.00
2	Comb. Concrete C&G, Type B6-12	LF	12940	\$14.00	\$181,160.00	\$14.75	\$200,615.00	\$13.00	\$168,220.00	\$15.50	\$200,615.00	\$13.85	\$179,060.00	\$14.45	\$187,070.00	\$16.50	\$213,450.00	\$14.00	\$180,100.00	\$14.00	\$180,100.00	\$14.00	\$180,100.00
3	Comb. Concrete C&G, Type B6-18	LF	3320	\$15.00	\$49,800.00	\$17.75	\$58,900.00	\$15.50	\$51,490.00	\$18.70	\$62,094.00	\$15.00	\$49,800.00	\$17.55	\$58,256.00	\$20.00	\$66,400.00	\$17.00	\$56,440.00	\$17.00	\$56,440.00	\$17.00	\$56,440.00
4	Sidewalk Removal	SF	34079	\$1.25	\$42,598.75	\$0.30	\$10,223.70	\$0.30	\$10,223.70	\$0.85	\$28,867.15	\$0.40	\$13,631.60	\$1.00	\$34,079.00	\$0.25	\$8,519.75	\$0.25	\$8,519.75	\$0.25	\$8,519.75	\$0.25	\$8,519.75
5	Portland Cement Concrete Sidewalk 5"	SF	33814	\$4.25	\$143,709.50	\$4.20	\$142,014.80	\$3.80	\$128,493.20	\$4.40	\$148,711.60	\$3.85	\$130,163.90	\$4.15	\$140,328.10	\$4.40	\$148,711.60	\$4.00	\$135,254.00	\$4.00	\$135,254.00	\$4.00	\$135,254.00
6	Detectable Warnings	SF	312	\$8.00	\$2,496.00	\$8.00	\$2,496.00	\$7.00	\$2,184.00	\$8.00	\$2,496.00	\$7.00	\$2,184.00	\$8.00	\$2,496.00	\$8.00	\$2,496.00	\$8.00	\$2,496.00	\$8.00	\$2,496.00	\$8.00	\$2,496.00
7	Driveway Pavement Removal	SY	2179	\$12.00	\$26,148.00	\$8.00	\$17,432.00	\$9.27	\$20,199.33	\$7.00	\$15,253.00	\$7.00	\$15,253.00	\$7.00	\$15,253.00	\$7.00	\$15,253.00	\$8.00	\$17,432.00	\$8.00	\$17,432.00	\$8.00	\$17,432.00
8	Hot Mix Asphalt Driveway Replacement 2.5"	SY	1587	\$22.00	\$34,914.00	\$21.50	\$34,189.50	\$20.40	\$32,374.80	\$20.00	\$31,740.00	\$11.45	\$18,171.10	\$21.30	\$33,807.30	\$22.20	\$35,214.20	\$22.00	\$34,914.00	\$22.00	\$34,914.00	\$22.00	\$34,914.00
9	PCC Driveway Pavement 6"	SY	592	\$40.00	\$23,680.00	\$38.00	\$22,512.00	\$37.00	\$21,912.00	\$35.00	\$20,805.00	\$35.00	\$20,805.00	\$35.00	\$20,805.00	\$35.00	\$20,805.00	\$44.00	\$26,048.00	\$42.00	\$24,864.00	\$35.00	\$20,805.00
10	Aggregate for temporary access	TON	69	\$10.00	\$690.00	\$15.00	\$1,035.00	\$5.00	\$345.00	\$5.00	\$345.00	\$15.00	\$1,035.00	\$15.00	\$1,035.00	\$15.00	\$1,035.00	\$15.00	\$1,035.00	\$15.00	\$1,035.00	\$15.00	\$1,035.00
11	Earth Excavation	CY	13.25	\$100.00	\$1,325.00	\$35.00	\$467.50	\$48.61	\$643.33	\$27.00	\$358.25	\$1.00	\$13.25	\$38.15	\$505.91	\$80.00	\$1,062.50	\$75.00	\$982.50	\$35.00	\$467.50	\$35.00	\$467.50
12	Inlets to be Adjusted	EA	90	\$250.00	\$22,500.00	\$280.00	\$25,200.00	\$130.00	\$11,700.00	\$300.00	\$27,000.00	\$235.00	\$21,150.00	\$227.00	\$20,430.00	\$200.00	\$18,000.00	\$228.00	\$20,520.00	\$228.00	\$20,520.00	\$228.00	\$20,520.00
13	Inlets to be Repaired	EA	68	\$200.00	\$13,600.00	\$100.00	\$6,800.00	\$130.00	\$8,940.00	\$150.00	\$10,200.00	\$165.00	\$11,210.00	\$180.00	\$13,680.00	\$200.00	\$13,600.00	\$200.00	\$13,600.00	\$200.00	\$13,600.00	\$200.00	\$13,600.00
14	Inlets to be Reconstructed	EA	4	\$450.00	\$1,800.00	\$675.00	\$2,700.00	\$230.00	\$920.00	\$1,200.00	\$4,800.00	\$4,800.00	\$19,200.00	\$710.00	\$2,840.00	\$807.00	\$3,228.00	\$725.00	\$2,900.00	\$725.00	\$2,900.00	\$725.00	\$2,900.00
15	Hot Mix Asphalt Surface Removal 1.75"	SY	70320	\$1.85	\$129,092.00	\$1.55	\$108,596.00	\$2.19	\$150,988.80	\$1.50	\$105,480.00	\$1.80	\$126,576.00	\$1.80	\$126,576.00	\$1.80	\$126,576.00	\$1.80	\$126,576.00	\$1.80	\$126,576.00	\$1.80	\$126,576.00
16	Hot Mix Asphalt Surface Removal 2.5"	SY	31062	\$2.50	\$77,655.00	\$2.30	\$71,442.60	\$2.50	\$77,655.00	\$2.00	\$62,124.00	\$2.35	\$72,998.70	\$2.35	\$72,998.70	\$2.35	\$72,998.70	\$2.35	\$72,998.70	\$2.35	\$72,998.70	\$2.35	\$72,998.70
17	Pavement Removal 4.75"	SY	20979	\$4.95	\$103,846.05	\$3.30	\$69,230.70	\$3.36	\$70,488.44	\$3.75	\$78,671.25	\$4.00	\$83,916.00	\$3.25	\$98,191.75	\$4.50	\$94,405.50	\$4.50	\$94,405.50	\$4.50	\$94,405.50	\$4.50	\$94,405.50
18	Class "D" Patches Type IV, 3"	SY	2338	\$25.00	\$58,450.00	\$19.50	\$45,591.00	\$19.72	\$46,106.36	\$20.00	\$47,160.00	\$11.00	\$25,716.00	\$23.00	\$53,774.00	\$23.00	\$53,774.00	\$18.00	\$42,066.00	\$23.00	\$53,774.00	\$23.00	\$53,774.00
19	Strip Reflective Crack Control Treatment 24" Type B	LF	4619	\$4.25	\$19,630.75	\$3.25	\$15,011.75	\$3.14	\$14,505.86	\$4.00	\$18,476.00	\$3.74	\$17,275.06	\$3.70	\$17,080.30	\$3.25	\$15,011.75	\$3.25	\$15,011.75	\$3.25	\$15,011.75	\$3.25	\$15,011.75
20	Bituminous Material (Prime Coat)	GAL	12540	\$1.25	\$15,675.00	\$0.91	\$11,412.60	\$1.14	\$14,298.60	\$0.90	\$10,284.00	\$1.24	\$15,357.60	\$1.24	\$15,357.60	\$1.24	\$15,357.60	\$1.24	\$15,357.60	\$1.24	\$15,357.60	\$1.24	\$15,357.60
21	Aggregate (Prime Coat)	TON	73.5	\$2.00	\$1,470.00	\$1.00	\$735.00	\$1.05	\$771.75	\$1.00	\$735.00	\$1.00	\$735.00	\$1.00	\$735.00	\$1.00	\$735.00	\$1.00	\$735.00	\$1.00	\$735.00	\$1.00	\$735.00
22	Level Binder (machine method), NSD, 3/4"	TON	1367	\$70.00	\$95,690.00	\$72.00	\$98,424.00	\$71.32	\$97,934.44	\$72.00	\$97,552.00	\$68.75	\$93,348.75	\$68.85	\$94,261.65	\$67.00	\$91,566.00	\$67.00	\$91,566.00	\$67.00	\$91,566.00	\$67.00	\$91,566.00
23	Hot Mix Asphalt Binder Course, NSD, 3/4"	TON	4297	\$66.00	\$283,902.00	\$65.00	\$279,305.00	\$67.27	\$288,609.19	\$65.00	\$279,305.00	\$64.50	\$275,167.50	\$65.40	\$280,292.00	\$58.00	\$248,520.00	\$58.00	\$248,520.00	\$58.00	\$248,520.00	\$58.00	\$248,520.00
24	Detector Loop Replacement	LF	64	\$25.00	\$1,600.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$35.00	\$2,240.00	\$31.50	\$2,016.00	\$31.00	\$2,006.00	\$30.00	\$1,600.00	\$30.00	\$1,600.00	\$30.00	\$1,600.00	\$30.00	\$1,600.00
25	Hot Mix Asphalt Surface Course, Mix "C" NSD, 1.5"	TON	1841	\$70.00	\$128,870.00	\$63.00	\$115,983.00	\$72.39	\$133,300.35	\$71.00	\$130,711.00	\$70.75	\$130,250.75	\$68.00	\$128,160.00	\$68.00	\$128,160.00	\$68.00	\$128,160.00	\$68.00	\$128,160.00	\$68.00	\$128,160.00
26	Hot Mix Asphalt Surface Course, Mix "C" NSD, 2"	TON	11877	\$65.00	\$772,005.00	\$63.00	\$748,351.00	\$73.70	\$875,334.50	\$71.00	\$843,967.00	\$70.75	\$838,287.50	\$66.70	\$792,195.60	\$68.00	\$806,616.00	\$67.00	\$790,869.00	\$67.00	\$790,869.00	\$67.00	\$790,869.00
27	Thermoplastic Pavement Marking Line 4"	LF	2230	\$0.85	\$1,895.50	\$0.56	\$1,247.80	\$0.56	\$1,247.80	\$1.00	\$2,230.00	\$0.58	\$1,293.40	\$0.80	\$1,784.00	\$0.75	\$1,672.50	\$0.60	\$1,338.00	\$0.60	\$1,338.00	\$0.60	\$1,338.00
28	Thermoplastic Pavement Marking Line 6"	LF	2182	\$0.85	\$1,854.70	\$0.64	\$1,397.28	\$0.64	\$1,397.28	\$1.10	\$2,400.20	\$0.87	\$1,898.34	\$1.00	\$2,182.00	\$1.00	\$2,182.00	\$0.85	\$1,854.70	\$1.00	\$2,182.00	\$1.00	\$2,182.00
29	Thermoplastic Pavement Marking Line 24"	LF	401	\$3.50	\$1,403.50	\$3.38	\$1,354.38	\$3.36	\$1,347.36	\$4.00	\$1,604.00	\$3.50	\$1,403.50	\$4.15	\$1,664.15	\$4.00	\$1,604.00	\$3.40	\$1,362.40	\$3.40	\$1,362.40	\$3.40	\$1,362.40
30	Thermoplastic Pavement Marking, Letters & Symbols	SF	234	\$4.50	\$1,053.00	\$4.00	\$936.00	\$4.00	\$936.00	\$5.00	\$1,170.00	\$4.16	\$971.16	\$4.15	\$971.15	\$4.00	\$936.00	\$4.00	\$936.00	\$4.00	\$936.00	\$4.00	\$936.00
31	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$17,200.00	\$17,200.00	\$18,085.00	\$18,085.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$13,038.75	\$13,038.75	\$15,000.00	\$15,000.00	\$32,500.00	\$32,500.00	\$32,500.00	\$32,500.00		
32	Aggregate Shoulder Stone, Type A, 2"	SY	400	\$13.00	\$5,200.00	\$13.00	\$5,200.00	\$13.85	\$5,540.00	\$4.00	\$1,600.00	\$2.30	\$920.00	\$5.65	\$2,660.00	\$4.15	\$1,660.00	\$3.50	\$1,400.00	\$4.00	\$5,200.00	\$4.00	\$5,200.00
33	Inlet to be Adjusted with Ty 11 Frame & Grate	EA	2	\$650.00	\$1,300.00	\$80.00	\$1,600.00	\$343.00	\$686.00	\$1,296.00	\$1,592.00	\$650.00	\$1,300.00	\$630.00	\$1,260.00	\$725.00	\$1,450.00	\$610.00	\$1,220.00	\$600.00	\$1,200.00		
VARIOUS STREETS PROJECT					\$2,333,175.50		\$2,147,246.74		\$2,374,418.57		\$2,267,914.40		\$2,251,052.14		\$2,231,682.04		\$2,342,114.65		\$2,279,265.75		\$2,470,877.75		
SUB TOTALS AS READ					\$2,333,175.50		\$2,147,246.74		\$2,374,418.57		\$2,267,914.40		\$2,251,052.14		\$2,231,682.04		\$2,342,114.65		\$2,279,265.75		\$2,470,877.75		
SUB TOTALS CORRECTED																							
DIFFERENCE																							

Village of Carol Stream
Interdepartmental Memo

TO: Mayor Saverino Sr. and the Board of Trustees
Joseph E. Breinig, Village Manager

FROM: Christopher M. Oakley, Assistant to the Village Manager

DATE: March 26, 2012

RE: Clean Air Counts Energy Saver Program – Promotion Request

At your December 5, 2011 Village Board meeting, following review of a staff report on electric aggregation, direction was given to forego a referendum on aggregation and to promote voluntary options for the purchase of electricity by residents. Since receiving that direction, staff has provided information on third-party electric supply choices including the Clean Air Counts Energy Saver Program. Information has been disseminated via the on-line newsletter, water bill message center and the bi-weekly Village Happenings flyer.

In furtherance of this effort, Integrys Energy Services, the third-party retail electric supplier for the Energy Saver Program has requested permission to place a letter in the upcoming April water bill. The letter provides general program information. Integrys has committed to incur all costs for printing and insertion of the letter to approximately 14,500 residential water customers. Integrys has also agreed to printing and mailing the same letter to approximately 4,900 residents living in multi-family dwellings that do not receive a water bill. Had the Village opted to go to referendum on aggregation, it is very likely that mailings would have been utilized to promote the program. A draft letter is attached for your review.

Historically, the Village has not allowed private entities to insert materials in its water bills. Staff believes that the Energy Saver Program, an initiative of the Metropolitan Mayors Caucus, is different than a commercial enterprise. Staff also believes that the letter has been worded to avoid an endorsement of a specific company. With the Village Board's concurrence, staff will work with Integrys Energy Services on the water billing insert and the mailing to multi-family residents. Staff will continue to provide information on third-party electric supply choices regardless of the decision on the Integrys letter.

Attachments

Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • BETH MELODY, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

April 21, 2012



Carol Stream

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Dear Friends and Neighbors,

In recent months, you may have heard about communities combining small businesses and households into buying groups to select alternative electric suppliers. These efforts are the result of a legislative change allowing municipalities to aggregate residential and small business electric load for the purposes of negotiating a community-wide electricity supply rate.

The Village has investigated various alternatives to reduce the cost of electricity for its residents, including municipal aggregation of residential electricity accounts. One program option that has helped residents in other Illinois communities save over 20% on their electricity costs is the Clean Air Counts Energy Saving Program (ESP). This program has selected Integrys Energy Services of Chicago, a leading Midwest energy company as the program's licensed 3rd party electricity supplier. Key energy and money saving provisions of the Energy Saver Program include:

- √ Residents will continue to receive one bill from ComEd, who will continue to be their service provider, responding to maintenance, service and emergency issues.
- √ Residents can lock into a fixed electric supply rate of 6.10¢/kWh thru your June 2013 billing cycle compared to Com-Ed's current residential non-heating electric supply rate of 7.733¢/kWh. The ESP saves residential customers on average 21% on their electricity costs.
- √ Residents who contract with the ESP will never pay a higher rate than ComEd's '**Price to Compare**' through the term of their initial contract. For details on the Energy Saver Program offering, customers can visit www.integrysenergy.com/ESP.
- √ Each resident enrolling in the ESP will be given 4 complimentary energy-saving light bulbs (CFLs) from Clean Air Counts who will also, on their behalf, donate a 4-pack of CFLs to a food pantry to help a family in need save on their electricity costs as well.

You will be receiving your ComEd electric bill in the next few days giving you a chance to compare the sum of Com-Ed's **Electricity Supply and Transmission Service Charge** (currently @ 7.733¢/ kWh) on your bill with the ESP rate of 6.10¢./kWh. If after reviewing the program's real energy savings to your household you decide to enroll, you can do so by visiting www.integrysenergy.com/ESP and follow the online prompts, or phone Integrys Energy Services at 1-888-688-1236 and ask for the Clean Air Counts Energy Saver Program rate offering. To enroll on-line or by phone, please have a copy of your most recent ComEd bill handy, as you will be asked for your account number to complete the enrollment.

Sincerely,

Frank Saverino Sr.
Mayor

Clean Air Counts Energy Savings Program

The Metropolitan Mayors Caucus Clean Air Counts Campaign and Energy Choices are proud to present the following electricity supply offer from Integrys Energy Services. You'll still get your service and bills from ComEd. With Integrys Energy, you pay a rate that's **lower than ComEd's** current rate¹.



[Residential Customers](#)

[Business Customers](#)

[View our Enrollment FAQs](#)

Saving on your electricity is only a few clicks away.

Save 26.77%¹

With Integrys Energy's Price Match Fixed Rate through June 2013 of 6.100 ¢ vs. ComEd's current Price to Compare of 7.733 ¢

Switch and save with Integrys Energy Services today!

6.100¢

per kWh

(through June 2013 Billing Cycle)

Price Match Fixed Rate

[Show Details](#)

To enroll online, please be sure to have the following information about your ComEd account:

- Account Number
- Service and Mailing Address
- Telephone Number

1 - Integrys' Price Match Fixed Rate will not exceed ComEd's current Price to Compare through May 31, 2013, such that if ComEd's Price to Compare drops below the customer's Price Match Fixed Rate Integrys will lower the customer's Price Match Fixed Rate to match ComEd's Price to Compare commencing with the first billing cycle after the change becomes effective. Integrys Energy's current Price Match Fixed Rate is 20% lower than ComEd's current Price to Compare for residential non-heating customers. Savings result from a comparison of Integrys' current Price Match Fixed Rate for identified delivery classes for a term through the June 2013 meter read, as compared to ComEd's October 2011 to May 2012 Price to Compare. "ComEd's Price to Compare" means ComEd's electric supply charge, plus ComEd's transmission services charge, as set forth on the ICC's Plug in Illinois website, but does not include ComEd's delivery charges or ComEd's "purchased electricity adjustment". ComEd's rates will change each June and October. A contract through your June 2013 meter read is required and there are fees for early termination.

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

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: March 29, 2012
RE: **Personnel Manual Revisions**

The following are recommendations for amendment to the Village of Carol Stream Personnel Manual for implementation on 5/1/12. Please contact me if you have any questions or concerns regarding these changes.

Chapter 5 – Leave Policies

A growing trend within municipal government is the establishment of a Tier 2 benefit system for newly hired employees. Much like within the pension system, in reducing benefit structures of those not yet an employee of the Village, future liabilities will be reduced without unduly harming the existing benefits our employees have worked their career to build. To that end, the following changes are being recommended for all employees hired on or after 5/1/12:

1. *Page 42, Chapter 5A – Holidays:*
 - Provide this benefit only to those regularly scheduled to work 20 or more hours per week.
2. *Page 43, Chapter 5B – Sick Leave:*
 - Reduce sick leave accrual from 12 days per year to 6 days per year.
 - Provide this benefit only to those regularly scheduled to work 20 or more hours per week.
3. *Page 44, Chapter 5C – Personal Leave*
 - Provide this benefit only to those regularly scheduled to work 20 or more hours per week.
4. *Page 45, Chapter 5E – Vacation Leave*
 - Eliminate the 5th week of vacation at 20 years of service.
 - Provide this benefit only to those regularly scheduled to work 20 or more hours per week.

5. *Page 49, Chapter 5G – Jury Leave*

- Provide this benefit only to those regularly scheduled to work 20 or more hours per week.

6. *Page 49, Chapter 5H –Bereavement Leave*

- Provide this benefit only to those regularly scheduled to work 20 or more hours per week.

In addition to the above change recommendations for employees hired on or after 5/1/12, benefits for our existing employees are evaluated on an annual basis. This year, and given the reduction from 163 employees in 2009 to 143 employees today, the following changes is being recommended:

7. *Page 40, Chapter 5D –Additional Personal Leave – Sick Leave Incentive Program*

- Eliminate the additional sick leave incentive time-off benefit and replace it with a \$250.00 per calendar year incentive to those employees who do not use any sick leave within that year¹.It is further recommended to provide \$250.00 to all employees for 2012, in exchange for the elimination of the current benefit in addition to the fact that the program elimination will take place mid-year.

Based on an analysis of the 2011 sick leave use, this change will result in an estimated \$13,000 dollar value (time-off) savings per year.

¹ For our lower paid positions, the \$250.00 incentive is equivalent or greater than 12 hours of time-off.

CHAPTER 5. LEAVE POLICIES

5A. *Holidays:*

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

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

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

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

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

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

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

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

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

5B. Sick Leave:

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

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

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

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

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

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the then starting time for the scheduled work period. At the time of providing this notice, the employee must provide sufficient information in order for the Village to ascertain whether the reason for the absence is a Family Medical Leave Act qualifying reason. If any absence qualifies for family leave, the employee will be required to substitute accrued paid leave for any family medical leave. In the event sick leave is taken for more than two consecutive days, the employee shall furnish at the supervisor's request, written confirmation of illness or injury signed by a doctor. The Employee Relations Director shall provide to the doctor a detailed list of the daily activities of the employee, to assist in the determination of the employee's work capacity. Said doctor's certificate shall be required for all absences of more than three (3) consecutive days, and in all cases shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties. The doctor's certificate may also be required during instances of more than three absences for sick leave occurring in any twelve month period or when abuse is suspected or when necessary to verify Family and Medical Leave Act eligibility.

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

- The services have a fixed starting and ending date.
- Full-time employees would work full-time assignments.
- The services to be performed are within the scope of the employee's restrictions as outlined by a physician and within the qualifications and parameters of the employee's position classification.
- The services do not displace any other department employee.

Special duty assignments may be made after consideration of the above factors in each individual circumstance. Assignments will be discretionary by the Village Executive Staff.

5C. Personal Leave:

Beginning January 1, 2001, paid personal leave is allowed for all regular employees regularly of the Village **scheduled to work 20 or more hours per week**. It is acquired at the rate of three (3) workdays per calendar year for full-time employees, with a correspondingly lesser rate for regular part-time employees. For instance, a regular part-time employee who works twenty (20) hours per week shall be allowed one and one-half personal days per year.

Newly hired employees will be compensated on a pro-rated basis based upon the trimester in which the employee begins his/her employment.

Personal leave not used within the calendar year may not be carried over from year to year.

Normally employees must request personal leave at least 24 hours in advance and approval from the Department Head or his designee is required. Individual Departments may require written requests or the use of a departmental leave form.

5D. ~~Additional Personal Leave—Sick Leave Incentive Program:~~

As an incentive, encouraging minimal use of sick leave, ~~\$250.00 will be provided to any regular full-time employee who does not use sick leave within a calendar year an additional 4 hours of paid personal leave may be earned in each 4-month period.~~

~~In conjunction with the regular personal leave policy, four (4) additional hours of personal time may be earned in a period by meeting~~ In order to be eligible, all of 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.
- ~~The employee's sick leave usage for the prior two periods may not have exceeded four hours total.~~
- ~~The employee must have worked the last two full periods.~~

~~When an employee meets these criteria, an additional four (4) hours of personal time will be awarded to that employee in the period immediately following the qualifying (two consecutive) periods.~~ Regular part-time employees **who are regularly scheduled to work 20 or more hours per week** will be compensated on a pro-rated basis based upon their normal workday. ~~These personal hours may be used within one year following their accrual.~~

5E. Vacation Leave:

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

1st year through 4th year	10 work days per year. (5/6 of a workday per month).
5th year of employment	15 work days per year. (1-1/4 workdays per month).
13th year of employment	20 work days per year. (1-2/3 workdays per month).
20th year of employment	25 work days per Year. (2.083 work days per month).

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

Employees hired prior to 5/1/12 shall accrue a fifth week of vacation beginning in their 20th year of employment, at the rate of 2.083 work days per month. Executive positions shall accrue five (5) days vacation leave per year in addition to the vacation schedule set forth above.

Vacation Time Usage and Accrual: Vacation leave shall be taken by the eligible employee upon approval of the department head at a time that will not interfere unreasonably with the operation of the employee's department. Employees shall be allowed to carry up to, but not more than, two (2) times their annual allotment.

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

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

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

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

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

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

5F. Family & Medical Leave

Purpose: To provide employees with leave benefits, when needed, which exceed leave time of other leave provisions in this manual, in accordance with the Family & Medical Leave Act effective August 5, 1993 ("FMLA").

Policy: To qualify for Family & Medical Leave, regular employees must have been employed by the Village for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the leave. (Temporary employees who have worked a total of 52 weeks during their employment with the Village may also qualify.)

Leave may be used for any of the following:

The birth of a son or daughter or to care for the newborn child.

The placement with the employee of a son or daughter for adoption or foster care.

To care for the spouse, son, daughter, or parent with a serious health condition.

For a serious health condition that makes the employee unable to perform their job.

Employees in one of the above situations must notify their immediate supervisor as soon as possible when requesting time off. Departments receiving requests for leave for any of the above reasons must immediately notify the Employee Relations Director upon receipt of the request from the employee. Employees who are eligible for leave under this policy may receive leave up to 12 weeks in a one year period, including all unpaid and paid time off, for the qualifying event(s). The one year period is defined as a rolling 12-month period measured backward from the date an employee uses any Family and Medical Leave. Employees using FMLA leave will be allowed to use sick leave only with doctor's certification of necessity or as otherwise provided in the Personnel Manual. In all other cases, employees using FMLA leave may only exhaust paid vacation and personal time off available to them.

Forms to apply for medically related reasons are available from the Employee Relations Director, and, whenever possible, are to be filed 30 days before the leave is to begin. During FMLA leave, premium contributions must continue to be made by the employee. Seniority and other benefits will not accrue during any unpaid leave. If an employee fails to return to work within 12 weeks, they may be required to repay all health care premiums paid by the Village during the employee's unpaid leave, as permitted by law and upon request by the Village.

Employees using Family and Medical leave are prohibited from any outside employment during the time for which the employee would normally be working.

Employees are encouraged to discuss their individual needs with the Village to find workable solutions to those needs, especially in circumstances of intermittent leave requests. All requests for intermittent leave will be reviewed individually,

considering each request and the effect of such request upon the efficiency of the organization on a case-by-case basis.

This policy is intended to be an overview of the FMLA and its key features. To the extent that this policy could be read inconsistently with the FMLA, the Act and its Rules shall supersede. Further details about the Family & Medical Leave Act are available from the Employee Relations Director.

5G. Jury Leave:

Any regular employee **regularly scheduled to work 20 or more hours per week** will be allowed time off with pay when said employee is required to serve as a juror at a court of law.

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

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

5H. Bereavement Leave:

A department head may authorize an employee **who is regularly scheduled to work 20 or more hours per week** to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. The immediate family for the purposes of bereavement leave shall be construed to mean one of the following: Husband, wife, stepmother, stepfather, daughter, son, mother, father, sister, brother, next of kin, the spouses of any of these, and any "in law" relationship of the above including relationships arising from adoption. An employee shall be granted one day with pay for death of "other close family members". "Other close family members" shall include only grandparents, grandchildren, uncles and aunts. Time off for attending funerals of a non-family member shall be charged to vacation or personal leave. The Village may request the employee to provide proof of death. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Any leave used for this purpose must be arranged within 30 days of the death.

5I. Voting Leave:

Employees whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted two (2) hours off, without pay, to vote in any Federal, State, or (local) general election.

5J. Special Leave:

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

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

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

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

5K. Military Leave:

Any full time employee with at least one year of continuous service with the Village and who is a member of the reserve components of the United States Armed Forces or the National Guard and is called (without volunteering) to active duty, may be allowed leave and entitled to be restored to the same or equivalent position upon their return.

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

In the event that total compensation paid by the military is less than the employee's base pay from the Village, the Village will pay the employee the difference in pay for the entire period of active military service. The pay differential shall be figured by comparing the total monthly earnings from the military to the regular monthly base pay at the Village of Carol Stream.

During the period of leave of absence, all benefits including seniority shall continue to accrue. Upon termination of active status, the employee may return to the Village employment at a level equivalent to the position held upon departure, provided the employee is not physically or mentally incapacitated. A request for return to Village employment must be made within thirty, (30) days of discharge from active duty.

For annual military training sessions requiring the attendance of a Village of Carol Stream employee, proper orders including a statement of the individual's military pay must be presented to the Finance Director. Compensation will be provided in accordance with the Military Leave Act as follows:

Annual training leave: employee receives his/her regular compensation;

Basic training leave: employee receives difference between base pay and regular pay;

Special or advanced training leave: for up to 60 days, employee receives difference between base pay and regular pay.

5L. Administrative Leave:

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

5M. Absence Without Leave:

Absence without leave is defined as any absence in which the employee does not report for work and fails to properly notify his supervisor that he is requesting to

utilize accrued leave. In addition, the employee will be regarded as absent without leave if he attempts to utilize leave to which he is not entitled. An employee who is absent without leave for one full day or more, or is absent without leave on more than one occasion during a 12-month period, is subject to termination. Any attempt to use sick leave for any purpose other than those determined as proper, as outlined in Chapter 5.B. is considered unauthorized.

5N. Voluntary Leave Donation Program:

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

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

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

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

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

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


AGENDA ITEM

G-5 4-2-12

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 29, 2012

RE: Recommendation to Award a Contract – Jameson Landscaping Services, Inc. –
Landscape Maintenance Services

Staff recently completed changes to the contracted landscape services program in order to offer the best opportunity for a successful program. Changes included assigning responsibility for the bidding process and administration and supervision of the entire program to Public Works. Changes to the contract included: clarification of service levels based upon profile of properties, adding and deleting some properties, and amending the bid form to reflect a lump sum cost rather than cost per parcel for each unit of service. The successful contractor will also be required to submit a performance bond.

Interested bidders were required to attend mandatory pre-bid meeting, where staff reviewed the bid packet and specifications in detail, along with the characteristics and expected service levels on each property. Bidders were also required to submit proposed increases for two, one-year extensions, to be awarded at the Village's sole discretion.

On March 28, 2012, four bids were received and publicly read aloud, with the following results:

Vendor Name	High Profile Facilities	Other Properties	Grand Total	Optional Work	Year 2 % Increase	Year 3 % Increase
Jameson Landscaping	\$ 17,950	\$ 79,525	\$ 97,475	.05/sf	0%	0%
Sebert Landscape	\$ 44,177	\$ 69,098	\$ 113,275	.05/sf	0%	0%
Ryco Landscaping	\$ 35,208	\$ 97,275	\$ 132,483	.04/sf	0%	0%
ALG (Alaniz)	\$ 5,663	\$ 54,344	\$ 60,007	.02/sf	0%	2%

ALG (Alaniz) is the contractor that has been under contract to perform landscape maintenance services during the past year. While they submitted the lowest bid of the four above, staff is of the unanimous opinion that ALG's performance under the current contract has been unsatisfactory.

Page Two
March 29, 2012

Throughout the term of the contract ALG's quality of service has been inconsistent, responsiveness to staff has been unreliable, required reporting has been consistently poor, and invoicing has been difficult to administer. For these reasons staff has unanimously deemed them unqualified to perform the upcoming contract.

Therefore, the lowest qualified bidder is Jameson Landscaping Services, Inc. Jameson submitted all of the required bid forms and provided satisfactory references (including park districts, commercial/retail properties and a corporate headquarters). Their overall bid of \$97,475 is well within the budgeted amount of \$130,000. Their bid also proposed zero percent (0%) increases for each of two subsequent years should the Village choose to retain their services.

Staff recommends that the Village Board approve a Motion awarding a contract to Jameson Landscaping Services, Inc., in the amount of \$97,475.00 for landscape maintenance services, for the period May 1, 2012 through April 30, 2013.

Attachments

VILLAGE OF CAROL STREAM
LANDSCAPE MAINTENANCE SERVICES SPECIFICATIONS BID FORM

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid shall remain in force and full effect for a twelve (12) month period, from May 1, 2012 through April 30, 2013.

- 1. High-profile public facilities: \$ 17,950⁰⁰
- 2. Public Properties, Medians and Parkways \$ 79,525⁰⁰
- GRAND TOTAL: \$ 97,475⁰⁰
- OPTIONAL WORK (Lawn Mowing) \$.05
per sq. ft.

Rates for services listed for 2012/2013-contract period will not increase more than 0 % for the 2013/2014-contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term beginning on May 1, 2013 and concluding April 30, 2014.

Rates for services listed for 2013/2014-contract period will not increase more than 0 % for the 2014/2015-contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term from May 1, 2014 and concluding April 30, 2015.

Company : JAMESON LANDSCAPING SERVICES, INC.
 Address: 123. W. GREEN MEADOWS BLVD.
STREAMWOOD IL, 60107

Telephone No. 630-830-7266 Fax No. 630-830-7246

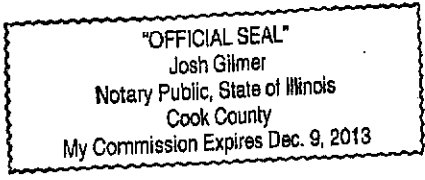
Signature: *Jameson White*

Name and Title: (Please Print) JAMESON WHITE ^{Sole} _{Owner} Date: 3/23/12

Subscribed and sworn before me this 23RD day of MARCH, 2012

MY COMMISSION EXPIRES: 12-9-13

Josh Gilmer
 NOTARY PUBLIC



(630) 673-6978

REFERENCES
MUST BE COMPLETED AND RETURNED WITH BID FORM

The Contractor must list at least four (4) references, including at least one (1) municipality, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name STEAMWOOD PARK DISTRICT
Company Address 777 S. BAILETT RD STEAMWOOD IL 60107
Contact Name and Phone KEITH BORCZYCA 630-372-7275 x 3161
Work Performed MOWING SERVICES FOR APPROX 204 1/2 ACRES
Work Period 2009-2011

Company Name PALATINE PARK DISTRICT
Company Address 250 E. WOOD ST. PALATINE, IL 60067
Contact Name and Phone COREY ZAK 847-991-0333
Work Performed MOWING SERVICES FOR APPROX 160 ACRES
Work Period 2007-2009

Company Name BRIAN PROPERTIES
Company Address 2045 S. ARLINGTON HEIGHTS RD SUITE 100
Contact Name and Phone KIM MOODY 847-640-1500
Work Performed COMPLETE LANDSCAPE MAINTENANCE ON 7 SHOPPING CENTERS
Work Period 2008-2012

Company Name ALLIED WASTE
Company Address 5050 W. LAKE ST. MELROSE PARK IL 60160
Contact Name and Phone DAN GORSKE 708-254-2002
Work Performed COMPLETE LANDSCAPE MAINTENANCE ON 20 ACRE SITE
Work Period 2008-2012

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

JAMESON LANDSCAPING SERVICES, INC. (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.

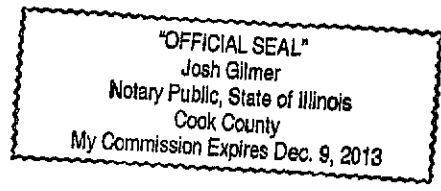
Date: 3/23/12

JAMESON LANDSCAPING SERVICES, INC.
Contractor
[Signature]

SUBSCRIBED and SWORN TO before me
this 23rd day of March, 2012

NOTARY PUBLIC

[Signature]



CONTRACTOR QUESTIONNAIRE
MUST BE COMPLETED AND RETURNED WITH BID FORM

FIRM NAME: JAMESON LANDSCAPING SERVICES, INC

OWNER'S NAME: JAMESON WHITE PHONE # 630-930-7266

BUSINESS ADDRESS: 123 W. GREEN MEADOWS BLVD
STEENWOOD, IL 60107

MAINTENANCE YARD ADDRESS:

27W996 Industrial Ave #9 Lake Barrington IL 60010
Street City Zip Code

YEARS IN BUSINESS (under this company name) 10 yrs

BANK NAME: CHASE BANK

BONDING COMPANY NAME: CNA Surety.

BONDING POWER: Hicks Ins.

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

JAMESON LANDSCAPING SERVICES ("Contractor"), having submitted a bid
(Name of Contractor) INC.

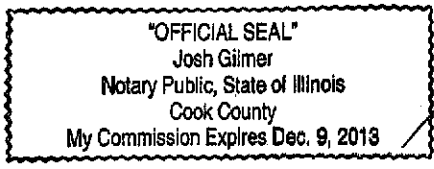
for Landscape Maintenance Services to the Village of Carol Stream on

3/23 2012, hereby certifies that said Contractor has a written Sexual
(Date)

Harassment Policy in full compliance with 77 ILCS 5/2-105(A) (4).

By: [Signature] JAMESON WHITE
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me this 23RD day of MARCH 2012



[Signature]

Notary Public



Western Surety Company

BID BOND
(Percentage)

Bond Number: 71251295

KNOW ALL PERSONS BY THESE PRESENTS, That we Jameson Landscaping Services, Inc. of 123 W. Green Meadows Blvd., Streamwood, IL 60107, hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto Village of Carol Stream of 124 Gerzevske Ln., Carol Stream, IL 60188, hereinafter referred to as the Obligee, in the sum of Five (5%) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Landscape Maintenance Services

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 28th day of March, 2012.

Jameson Landscaping Services, Inc.
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By [Signature] (Seal)
JANE KARNER Attorney-in-Fact



ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Will } ss

(Attorney-in-Fact)

Bond No. 71251295

On this 27th day of March, 2017, before me, a notary public in and for said County, personally appeared JANE KARNER

to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said JANE KARNER

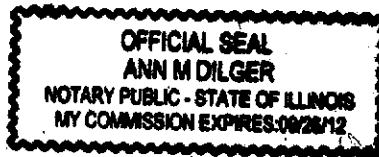
acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Mokena, Illinois, the day and year last above written.

My commission expires 7/26, 12

Ann M Dilger

Notary Public



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71251295

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JANE KARNER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Jameson Landscaping Services, Inc.

Obligee: Village of Carol Stream

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 28, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 28th day of March, 2012.

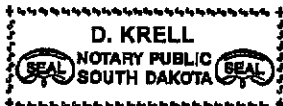


WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF BROWN } ss

On this 28th day of March, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 28th day of March, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

CC: Todd Hoppenstedt, Superintendent of Water & Sewer

DATE: March 29, 2012

RE: Recommendation for Waiver of Bid and Authorization to Purchase a Hydro-Excavator from Vermeer Midwest in the amount of \$50,636.00

The proposed FY13 budget provides \$55,000 for the purchase of a hydro-excavator. This piece of equipment allows crews to excavate certain areas without the use of a heavy piece of equipment (such as a backhoe) and with much less disturbance to the surrounding area. The system works by delivering water under high pressure through a hose to break up and loosen debris and then the vacuum feature is used to clean out the debris.

As a result, this equipment can be expected to reduce man hours for many tasks as well as expenses related to restoration (turf, concrete and asphalt), materials and disposal of spoil. Employee safety is proven to be enhanced with these units since the equipment reduces the need for hand-digging. In addition, sometimes, an underground utility simply cannot be located using conventional locating methods. With this unit crews can "pothole" to find exactly where a utility may lie, clearing the way for a safe and less time-consuming excavation. Finally, less equipment on a job site, requiring fewer people, and a more compact excavation, mean less exposure to work site dangers.

Operations staff sampled several models under actual field conditions and identified a product manufactured by VacTron as the superior unit at a price that fits well within budget. The selected model is offered by Vermeer Illinois, with exclusive distribution in this area through their Vermeer office in Aurora. A verification letter is attached.

There is a ten to twelve week delivery time following placement of the order, so approval is being sought prior to the start of the FY13 budget year in order to have the equipment available for use as soon as possible.

Therefore, it is staff's recommendation that competitive bidding be waived and the Village Manager be authorized to purchase a Hydro-Excavator from Vermeer Midwest in the amount of \$50,636.00 as detailed in the attached proposal.

Vermeer®



VERMEER MIDWEST, INC.

Vermeer-Illinois, Inc.

2801 Beverly Drive, Aurora, IL 60502
Phone: (630) 820-3030 Fax: (630) 820-3490
Website: www.vermeermidwest.com
A Wholly-Owned Subsidiary

March 26, 2012

Dear Todd:

Thank you for your inquiry on our VacTron hydro-excavation products through Vermeer. We are privileged to offer you the entire line of trailer & skid-mounted vacuums from VacTron, which are sold exclusively through the Vermeer dealership network.

Your exclusive territory dealer is located at 2801 Beverly Dr. in Aurora, IL. Please contact us if you have any further questions regarding these products. We look forward to working with you.

Best regards,

Kyle Cline
Sales Representative
Vermeer Midwest
(630) 337-4166 cell
(630) 820-3030 office
(630) 820-3490 fax

Eureka, IL

East Moline, IL

Fishers, IN

Ft. Wayne, IN

Evansville, IN

Chesterfield, MO

Jackson, MI

Marne, MI

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WNC*
DATE: March 30, 2012
RE: Employee Leasing Agreement with GovTempsUSA, LLC
for a Construction Inspector

In 2010, engineering inspector Fred Ceranek retired. In order to help budgetary constraints, it was decided that his position would be eliminated in favor of a temporary inspector during the summer construction season. A part-time inspector was hired by the Village in 2011 and worked from July to January, helping with the Roadway Management System during the winter.

Due to accounting and benefit issues, it was decided to contract an employee through a temporary services agency this year, rather than a direct hire by the Village. Engineering Services staff contacted GovTempsUSA, interviewed a candidate with previous municipal construction inspection experience, and negotiated a pay rate for his services. An "Employee Leasing Agreement" has also been reviewed and approved by the Village Attorney.

Engineering staff therefore recommends that the Employee Leasing Agreement with GovTempsUSA, LLC be approved in an amount not to exceed the budget of \$27,000.00

Attachment

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Caryl Rebholz, Employee Relations Director
Robert Mellor, Assistant Village Manager

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 2nd day of April, 2012 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and Village of Carol Stream (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

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

AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 3
FEES PAYABLE TO GOVTEMPS**

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

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

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

**SECTION 4
INSURANCE**

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

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

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

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

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

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on April 2, 2012 and shall continue in effect thereafter for a period of five (5) month(s), unless extended for up to eight additional weeks by written agreement of the Parties; or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

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

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

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

SECTION 6 NON-SOLICITATION

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

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

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

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

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

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

SECTION 8 ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

GOVTEMPSUSA, LLC,
an Illinois limited liability company

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

MUNICIPALITY
Village of Carol Stream

By: _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: David Trais

POSITION/ASSIGNMENT: Construction Inspector

BASE COMPENSATION: \$25.96 per hour for hours worked, based on a forty (40) hour work week (\$1,038.40 per week). Standard hours will be paid unless the Village reports otherwise to GovTempsUSA, LLC via email at payroll@GovTempsusa.com. Any change to standard hours should be reported on the Monday after the prior work week by the close of business. Agreement is for five (5) months (22 weeks) – April 4, 2012 until August 31, 2012. Worksite Employee may leave assignment by providing thirty (30) days written notice.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: _____

By: _____

Date: _____

Date: _____

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

EXHIBIT B
Summary of Benefits

Not applicable.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE
VILLAGE OF CAROL STREAM
IN THE AMOUNT OF \$39,587,367 FOR THE FY12/13 FISCAL YEAR
BEGINNING MAY 1, 2012, AND ENDING APRIL 30, 2013**

WHEREAS, Village staff has prepared and presented to the Mayor and Board of Trustees of the Village of Carol Stream a proposed annual budget for the FY12/13 fiscal year beginning May 1, 2012, and ending April 30, 2013 as set forth in "Exhibit A" to this ordinance as attached hereto; and

WHEREAS, following due and proper publication of public notice in The Daily Herald on March 23, 2012, a public hearing was held on April 2, 2012, to consider the proposed annual budget for the FY12/13 fiscal year; and

WHEREAS, the proposed annual budget has been made conveniently available for public review and inspection at least 10 days prior to passage in the office of the Carol Stream Village Clerk, the Carol Stream Public Library and on the Village's web site, and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Mayor and Board of Trustees;

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

SECTION 1: The annual expenditure Budget for the FY12/13 fiscal year, beginning May 1, 2012, and ending April 30, 2013, for the Village of Carol Stream, is in the amount of Thirty Nine Million Five Hundred Eighty Seven Thousand Three Hundred Sixty Seven Dollars, (\$39,587,367); as set forth in Exhibit "A," as attached hereto, is hereby adopted and authorized.

SECTION 2: That the adoption of the foregoing annual budget shall be in lieu of the Appropriation Ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: The budget hereby approved shall be printed and bound and a certified copy of this Ordinance and a copy of the printed and bound budget shall be filed with the DuPage County Clerk in accordance with the provisions of the statutes of the State of Illinois.

SECTION 4: The Finance Director is authorized and directed to transfer the sum of Five Million Dollars (\$5,000,000) from General Corporate Fund cash reserve balances to the Capital Projects Fund to support improvements to the Village's public infrastructure assets. This transfer is consistent with the Village's established policies and past practices with respect to reserve balances and continues to be the primary funding source for improvements to the Village's roadway, storm water, public facility and other infrastructure systems which are completed in the Capital Projects Fund.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 2ND DAY OF APRIL, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

H-2 4-2-12

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 9 TO 8
(LEISERV, INC. d/b/a BRUNSWICK ZONE)**

WHEREAS, the Corporate Authorities of the Village of Carol Stream granted a Class A Liquor License to Leiserv, Inc. d/b/a Brunswick Zone – Carol Stream, 170 North Avenue; and

WHEREAS, the business has closed; and

WHEREAS, the owner is voluntarily relinquishing Class A License #L1109A issued on the first day of May, 2011.

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class A Liquor Licenses from nine (9) to eight (8), effective April 2, 2012.

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

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

PASSED AND APPROVED THIS 2nd DAY OF APRIL, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

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 surplus property.

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:

<u>Equipment Type</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Serial Number</u>	<u>Use</u>
Weather Computer	DTN	D7000	FF01E89F	Forecasting Severe Weather
Weather Computer Monitor	DTN	HN4848	DTNS03700045529	Forecasting Severe Weather
Satellite Dish & Mounting Bracket	DTN	N/A	N/A	Forecasting Severe Weather
Office Fax Machine	Brother	Intellifax 5750e	U60284L4J148010	Faxing Documents

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal by resale or recycling.

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 2nd DAY OF APRIL, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

DATE: March 27, 2012

TO: Mayor Saverino Sr. & the Board of Trustees
Joseph E. Breinig, Village Manager

FROM: Christopher M. Oakley, Asst. to the Village Mgr. *CMO*

RE: Surplus Equipment Declaration – Obsolete Technology

There is a surplus property ordinance on the April 2nd Board Meeting agenda declaring an old/outdated satellite-based weather monitoring system that includes a computer monitor, companion hard drive and roof-mounted satellite dish and mounting bracket surplus property. This dated weather surveillance system was previously housed and operated from Fire House #1 on Kuhn Rd. and decommissioned sometime in the late 1990's when both the Village and Fire Protection District transitioned to subscription internet-based weather monitoring for emergency and construction management purposes. The other item to be declared surplus is the old/outdated fax machine that was decommissioned when the new Xerox Document Management device included document fax capability thereby making the former fax machine obsolete.

VILLAGE OF CAROL STREAM INTER-DEPARTMENTAL MEMO

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: March 28, 2012
RE: **Compensation Plan Recommendation**

Attached you will find the resolution for FY13 compensation adjustments for non-union employees. The following is a synopsis of the recommendation:

In recent years and based on economic factors, the base pay for all non-union employees has been frozen. With the exception of a one-time lump sum of 3% provided in 2011 (due to an unexpected surplus), our non-union employees have received no pay increases since 5/1/08. With internal union contracts allowing for base increases, comparable municipal organizations providing base increases, and the private sector average increase of 4.7% over this same three year period, all research indicates that the decision to freeze base pay for this period of time has resulted in equity disparities.

Therefore; it is recommended to roll the 3% lump sum bonus provided last year into the base salaries, as well as the pay ranges of all non-union employees effective 5/1/12.

In addition, given the anticipated \$1.3 million surplus projected in the current fiscal year, it is also recommended to allow for a 2% lump sum bonus on 4/30/12 which would not be part of base pay.

With the implementation of both of the above recommendations, the overall increase in annual compensation for non-union employees would be 2%. *See Below Example:*

<u>2011</u>		<u>2012</u>		<u>2113</u>	
Base Pay:	\$40,000	Base Pay:	\$40,000	Base Pay:	\$41,200
0% Base Increase:	\$ 0.00	3% Base Increase:	\$ 1,200		
3% Lump Sum:	\$ 1,200	<u>2% Lump Sum:</u>	<u>\$ 824</u>		
Taxable Earnings:	\$41,200	Taxable Earnings:	\$42,024		

It is also important to note that the above recommendation is fully budgeted and will not result in the necessity of additional funds.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2012-13 EMPLOYEE COMPENSATION PLAN
FOR THE VILLAGE OF CAROL STREAM**

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

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

WHEREAS, the employee pay plan schedule has not been adjusted since 5/1/08; and

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

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

SECTION 1: That the 2012-2013 Employee Pay Plan schedule for the Village of Carol Stream, as attached to this Resolution as Attachment "A", shall be adopted by the Village of Carol Stream for all present Village employees, executive and non-executive, who are not represented by a labor organization.

SECTION 2: All present Village employees who are not represented by a labor organization will receive a 3% wage adjustment to their current salary effective 5/1/12 through 4/30/13.

SECTION 3: All Village employees actively employed on 4/27/12 who are not represented by a labor organization will receive a 2% non-recurring lump-sum bonus.

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

PASSED AND APPROVED THIS 2nd DAY OF April 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

ATTACHMENT A

Village of Carol Stream 2012-2013 Pay Plan					GWA 3%				
Effective May 1 2012		Annual		Monthly		Bi-weekly		Hourly	
	POSITION TITLE	min	max	min	max	min	max	min	max
1	ACCOUNTANT	58,605.47	83,424.16	4,883.79	6952.01	2,254.06	3,208.62	28.18	40.11
2	ACCOUNTS CLERK/PW CLERK	39,631.94	56,415.58	3,302.66	4701.30	1,524.31	2,169.83	19.05	27.12
3	ADMINISTRATIVE SECRETARY	43,491.08	61,909.01	3,624.26	5159.08	1,672.73	2,381.12	20.91	29.76
4	ASSISTANT FINANCE DIRECTOR	75,147.39	106,971.38	6,262.28	8914.28	2,890.28	4,114.28	36.13	51.43
5	ASSISTANT VILLAGE MANAGER	90,896.25	129,389.69	7,574.69	10782.47	3,496.01	4,976.53	43.70	62.21
6	ASST TO VIL MGR	63,792.05	90,807.18	5,316.00	7567.27	2,453.54	3,492.58	30.67	43.66
7	ASST VILL ENGINEER / ASST CD DIR	72,625.80	103,381.93	6,052.15	8615.16	2,793.30	3,976.23	34.92	49.70
8	BUILDING MAINTENANCE EMPLOYEE	46,104.04	65,628.52	3,842.00	5469.04	1,773.23	2,524.17	22.17	31.55
9	BUILDING MAINTENANCE SUPERVISOR	61,189.79	87,102.91	5,099.15	7258.58	2,353.45	3,350.11	29.42	41.88
10	CODE PROFESSIONAL I	56,375.63	80,250.00	4,697.97	6,888.13	2,168.29	3,086.54	27.10	38.58
11	CODE PROFESSIONAL II	52,477.87	74,701.60	4,373.16	6225.13	2,018.38	2,873.14	25.23	35.91
12	COMMANDER	105,061.05	110,569.50	8,755.09	9214.13	4,040.81	4,252.67	50.51	53.16
13	COMMUNITY DEVELOPMENT DIR	92,087.10	131,084.84	7,673.93	10923.74	3,541.81	5,041.72	44.27	63.02
14	CST	40,858.51	58,161.58	3,404.88	4846.80	1,571.48	2,236.98	19.64	27.96
15	DEPUTY POLICE CHIEF	86,450.66	123,061.44	7,204.22	10255.12	3,325.03	4,733.13	41.56	59.16
16	EMPLOYEE RELATIONS DIR.	84,625.44	120,463.26	7,052.12	10038.60	3,254.82	4,633.20	40.69	57.92
17	ENGINEERING INSPECTOR	55,297.90	78,715.87	4,608.16	6559.66	2,126.84	3,027.53	26.59	37.84
18	ENGINEERING SERVICES DIRECTOR	84,033.31	119,620.37	7,002.78	9968.36	3,232.05	4,600.78	40.40	57.51
19	EVIDENCE CUSTODIAN	44,031.95	62,678.93	3,669.33	5223.24	1,693.54	2,410.73	21.17	30.13
20	EXECUTIVE SECRETARY	48,647.73	69,249.44	4,053.98	5770.79	1,871.07	2,663.44	23.39	33.29
21	FINANCE DIRECTOR	96,194.96	136,932.32	8,016.25	11411.03	3,699.81	5,266.63	46.25	65.83
22	GARAGE SUPERVISOR	65,552.27	93,312.84	5,462.69	7776.07	2,521.24	3,588.96	31.52	44.86
23	INFORMATION SYSTEMS SUPERVISOR	68,925.63	98,114.78	5,743.80	8176.23	2,650.99	3,773.65	33.14	47.17
24	IT TECHNICIAN	51,332.52	73,071.21	4,277.71	6,089.27	1,974.33	2,810.43	24.68	35.13
25	PERMIT SYSTEMS COORDINATOR	43,491.08	61,909.01	3,624.26	5159.08	1,672.73	2,381.12	20.91	29.76
26	POLICE CHIEF	90,150.75	138,818.66	7,512.56	11568.22	3,467.34	5,339.18	43.34	66.74
27	PUBLIC WORKS DIRECTOR	95,388.65	135,784.56	7,949.05	11315.38	3,668.79	5,222.48	45.86	65.28
28	PW ASST. DIR	76,049.00	108,250.00	6,337.42	9291.45	2,924.96	4,163.46	36.56	52.04
29	RECORDS CLERK	37,060.82	52,755.62	3,088.40	4396.30	1,425.42	2,029.06	17.82	25.36
30	RECORDS SUPERVISOR	57,487.28	81,832.43	4,790.61	6819.37	2,211.05	3,147.40	27.64	39.34
31	SECRETARY	40,272.71	57,327.70	3,356.06	4777.31	1,548.95	2,204.91	19.36	27.56
32	SOCIAL SERVICES SUPERVISOR	61,934.71	88,163.28	5,161.23	7346.94	2,382.10	3,390.90	29.78	42.39
33	SOCIAL WORKER	54,328.67	77,336.18	4,527.39	6444.68	2,089.56	2,974.47	26.12	37.18
34	STREETS / UTILITY SUPERINTENDENT	73,778.05	105,022.13	6,148.17	8751.84	2,837.62	4,039.31	35.47	50.49
35	TRAINING CO/BUDGET ANALYST	49,168.23	69,990.36	4,097.35	5,832.53	1,891.09	2,691.94	23.64	33.65



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Motor Fuel Tax – Audit Report
Village of Carol Stream
DuPage County

March 15, 2012
Ms. Beth Melody
Village Clerk
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

VIA CERTIFIED MAIL

Dear Ms. Melody:

Enclosed is a copy of Audit Report No. 48 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning January 1, 2009 and ending December 31, 2010.


Please review the various deficiencies (balances in brackets) indicated on the Summary of Motor Fuel Tax Fund Transactions by Section and Categories (BLR 15106).

This report should be presented to the Village President and Board of Trustees at the first regular meeting after receipt of this letter, and filed as a permanent record.

If you have any questions or need additional information, please contact Chad Riddle, Program and Office Engineer, at (847) 705-4406 or via email at Charles.Riddle@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: James Knudsen, Village Engineer no/encl.
Jon Batek, Director of Finance w/encl.



Agency: VILLAGE OF CAROL STREAM	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2009 - 2010
	Audit Number: 48
	Date: March 1, 2012



VILLAGE OF CAROL STREAM

Audit Report No. 48

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of CAROL STREAM for the period beginning Jan. 1, 2009 and ending Dec. 31, 2010, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the Village Clerk and Village Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the Village maintained by the Village Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

Christopher Velaz

Auditor

REVIEWED AND APPROVED BY

C. Helt

District Local Roads and Streets Engineer

Date: 3-1-12

VILLAGE OF CAROL STREAM

Audit Report No. 48

Audit Period: Jan. 1, 2009 to Dec. 31, 2010

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2010

The other receipts to the Motor Fuel Tax Fund were	\$275,423.11	received as follows:
Interest	14,380.92	
High Growth	56,546.00	
Jobs Now	176,912.00	
Other	27,584.19	
 Total received:	 \$275,423.11	

SIGNED Christopher Vels



VILLAGE OF CAROL STREAM

Audit Report No. 48

Audit Period Jan. 1, 2009 - Dec. 31, 2010

Date: March 1, 2012

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Audit	1,757,855.35	(1,202.02)	1,756,653.33			
Allotments	2,088,926.78	0.00	2,088,926.78			
Total MFT Funds	3,846,782.13	(1,202.02)	3,845,580.11			
Approved Authorizations	(2,662,677.75)	2,662,677.75	0.00			
Other Receipts		275,423.11	275,423.11			
Total	1,184,104.38	2,936,898.84	4,121,003.22			
Disbursements		2,407,131.41	2,407,131.41			
Surplus (Credits)	1,839,070.05	(1,839,070.05)	0.00			
Unexpended Balance	3,023,174.43	(1,309,302.62)	1,713,871.81			
Bank Reconciliation						
Balance in Fund per Bank Certificate Dec. 31, 2010			55,762.97			
Deduct Outstanding Warrants						
Add Outstanding investments			2,345,252.37			
Additions			28,267.00			
Subtraction's			715,410.53			
Net Balance in Account Dec. 31, 2010			1,713,871.81			

Certified Correct

Christopher Velaz

Auditor



VILLAGE OF CAROL STREAM

Audit Report No. 48

Date of Purchase	Date of Maturity or Redemption	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31 2010	Type of Investment
				\$4,479.93		CERTIFICATE OF DEPOSIT
				\$7,363.23	\$1,363,103.04	IMET
				\$2,537.76	\$982,149.33	ILLINOIS FUNDS
				14,380.92	2,345,252.37	

REMARKS: _____

VILLAGE OF CAROL STREAM

Audit Period: January 1, 2009 - December 31, 2010

Audit Report No. 48

Section	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
CONST.										
04-00045-00FP	\$19,446.98		(\$19,446.98)		\$0.00			\$0.00	\$844,696.43	864,143.41
04-00047-00RS	(\$146,739.32)				(\$146,739.32)			(\$146,739.32)	\$146,739.32	146,739.32
06-00049-00FP	(\$207,601.73)		(\$45,770.59)	\$27,584.19	(\$225,788.13)			(\$225,788.13)	\$1,418,596.38	1,436,782.78
06-00050-00FP					\$0.00	\$134,784.20		(\$134,784.20)		134,784.20
07-00051-00FP	(\$228,212.39)	\$285,410.38	(\$57,197.99)		\$0.00			\$0.00	\$2,141,030.84	2,198,228.83
08-00053-00FP	\$1,465,645.74		\$139,966.31		\$1,605,612.05		\$1,605,612.05	\$0.00	\$139,966.31	139,966.31
10-00056-00FP		\$1,460,305.37			\$1,460,305.37	\$1,379,209.64		\$81,095.73		1,379,209.64
ENGINEERING										
06-00050-00FP	(\$2,050.76)				(\$2,050.76)	\$10,533.74		(\$12,584.50)		1,391,012.19
MAINT.										
96-00000-00GM	\$14,897.31				\$14,897.31			\$14,897.31	\$243,847.69	243,847.69
97-00000-00GM	\$77,972.51				\$77,972.51			\$77,972.51	\$397,056.29	397,056.29
98-00000-00GM	(\$93,770.06)				(\$93,770.06)			(\$93,770.06)	\$153,770.06	153,770.06
99-00000-00GM	\$39,101.90				\$39,101.90			\$39,101.90	\$167,997.10	167,997.10
00-00000-00GM	(\$21,328.13)				(\$21,328.13)			(\$21,328.13)	\$606,627.29	606,627.29
01-00000-00GM	(\$248,526.24)				(\$248,526.24)			(\$248,526.24)	\$582,926.24	582,926.24
02-00000-00GM	(\$468,577.28)				(\$468,577.28)			(\$468,577.28)	\$733,619.28	733,619.28
03-00000-00GM	(\$133,143.45)				(\$133,143.45)			(\$133,143.45)	\$207,393.45	207,393.45
04-00000-00GM	(\$25,798.13)				(\$25,798.13)			(\$25,798.13)	\$222,518.13	222,518.13
05-00000-00GM	\$27,950.30				\$27,950.30			\$27,950.30	\$247,950.30	247,950.30
06-00000-00GM	\$35,303.77				\$35,303.77			\$35,303.77	\$164,819.23	164,819.23
07-00000-00GM	\$80,782.38		(\$17,550.75)		\$63,231.63			\$63,231.63	\$205,915.62	223,466.37
08-00000-00GM	\$5,387.48				\$5,387.48			\$5,387.48	\$63,612.52	63,612.52
09-00000-00GM		\$428,595.00			\$428,595.00	\$419,071.32		\$9,523.68		419,071.32
10-00000-00GM		\$488,367.00			\$488,367.00	\$452,463.98		\$35,903.02		452,463.98
SUB TOTAL	190,740.88	2,662,677.75	0.00	27,584.19	2,881,002.82	2,396,062.88	1,605,612.05	(1,120,672.11)	8,689,082.48	12,578,005.93

AGENDA ITEM

J-2 4-2-12

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Jamie Grant, Secretary *JM*
DATE: March 22, 2012
RE: Carol Stream Rotary Club's Chili Open
Raffle License Application

The Carol Stream Rotary Club is holding their annual Chili Open and requests approval to conduct a raffle drawing at their banquet on Friday, May 4, 2012, held at Bartlett Hills Golf Club. The application for a Class B raffle license (aggregate value of prizes between \$501 - \$5,000) along with a current renewal bond have been submitted and are available for viewing in the Clerk's office. The Rotary Club has also submitted the attached letter respectively requesting a waiver of the license fee.

Article 5, Section 10-5-6 of the Village Code states, "All raffle license fees waived for non-profit organizations since 1990 shall automatically be waived in subsequent years...".

Please include this request for approval of the raffle license and waiver of fee on the April 2, 2012 agenda for the Village Board's review and consideration. Thank you.

jg

Attachment

Robert A. McNees & Associates

ATTORNEYS AT LAW

Robert A. McNees

Steven M. Kudulis

March 21, 2012

Board of Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 160188



RE: Carol Stream Rotary Club
Chili Open Raffle
May 4, 2012

Dear Trustees;

Enclosed please find the Raffle License Application for the Chili Open Raffle to be held May 4, 2012. As in past years, we would appreciate it if the Village would waive its license fees in connection with the raffle.

I do not recall if we provided the Village with the results of last year's Chili Open Raffle. As you may be aware, the raffle is but one element of our fund raising efforts in the Chili Open. Last year we raised approximately \$3,000.00 in gross raffle ticket sales. We gave out \$1,750.00 to raffle winners. Using the total Chili Open proceeds, we set aside \$6,000.00 to donate to the People's Resource Center and Bridge Communities.

This year, the funds raised will be donated to Rotary charitable causes.

Our renewal bond was previously filed with the Village.

Thank you for your anticipated cooperation and assistance in this matter.

Very truly yours,

Robert A. McNees & Associates

By: _____

Robert A. McNees

RAM/cj
Enc.

AGENDA ITEM

J-3 4-2-12

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: March 27, 2012

RE: Carol Stream Youth Cheerleading Association - License Agreement

Attached is a request by the Carol Stream Youth Cheerleading Association (CSYCA) to enter into a license agreement to use the northwest field at the Ross Ferraro Town Center for cheerleading practices (see attached map showing proposed practice areas in green). You recall last year the CSYCA made a similar request to use the west field of the Town Center for cheerleading practices. According to the CSYCA, there is still a shortage of Carol Stream Park District fields for use by the Association due to updates and changes being done at various Carol Stream Park District parks normally used for cheerleading practices. The Village Board has approved similar license agreements for this and other organizations (Carol Stream Panthers Soccer Club) to use Village property for practices. This year however, the Park District recreation center property to the south is under construction which may present some traffic routing and safety issues with the use of the west field.

The CSYCA is requesting a license agreement to use the subject property on Mondays – Wednesdays and Fridays between the hours of 6:00 p.m. – 8:30 p.m. from July 9, 2012 – September 28, 2012. They would not use the field on Thursdays to avoid any conflicts with Thursday night concerts. The requested use dates occur after the Park District Play Days and July 4th events. The Town Center generally has limited use during the requested times and dates. There are approximately 190 cheerleaders enrolled in the program however, the Association does not anticipate parking issues since practices are staggered and parents normally drop their cheerleaders off and do not park onsite. The license agreement requires the CSYCA to hold the Village harmless and name the Village as additional insured on their insurance policy and recognizes that the Town Center facilities are being licensed “As Is” with no assurances from the Village that they were ever intended to be used for the purposes requested (i.e. sporting or athletic events). Noelle Miulli, President of the CSYCA, will be in attendance at the meeting on Monday should you have any questions.

Cc: Joseph E. Breinig, Village Manager
Phil Modaff, Public Works Director

EXHIBIT "A"



Park District Construction Zone

**Carol Stream Youth Cheerleading Association
647 Tahoe Court
Carol Stream, IL. 60188**

March 8,2012

Mr. Bob Mellor

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

Dear Mr. Mellor:

We again this year have an interest in practicing at the Town Center for our 2012 cheer season, as a reminder we are the Carol Stream Youth Cheer Association, a non-profit youth organization which provides a cheerleading program for children who are in kindergarten through eighth grade in the Carol Stream community. We currently have 190 registrants, in which 99.9% are Carol Stream residents. Our program runs from July through December. During the months of July, August and September we previously had practiced outdoors at different parks throughout Carol Stream. Until last year when we were granted practice at The Town Square, this worked out very well for our squads and families. As fall approaches and the weather changes, (which is typically towards the end of September) we move practice indoors at various District 93 schools. Since we are a non-profit organization, we do not pay any fees to the Park District or District 93.

As I stated above, our outdoor practices are held at various Carol Stream parks. Due to the updates and changes being done at the parks it is becoming increasingly more difficult for the Park District to secure practice locations for our organization. Therefore, we are asking the village for use of any available grass areas on the northwest side of the Ross Ferraro Town Center. We have scouted the area and feel that this could be a very suitable location for us to practice at. The times we are requesting are 6:00 pm to 8:30 pm Monday through Wednesday , and Fridays. We will no longer have squads practicing on Thursdays due to the concerts and the construction. We are also well aware that there were some parking, pick up and drop off issues last season and are willing to work with you to create a smoother and safer plan for this season.. We do not use any equipment. We are insured, and can provide a copy of our current policy if needed. Please feel free to contact me anytime either by phone or email. We appreciate your time and consideration regarding this matter.

Sincerely,

Noelle Miulli

President, Carol Stream Youth Cheerleading Association

(630) 825-8425

csycacheer@gmail.com

www.csyca.com

**LICENSE AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM
AND
THE CAROL STREAM YOUTH CHEERLEADING ASSOCIATION
PERMITTING THE ASSOCIATION TO UTILIZE
VILLAGE-OWNED LAND FOR CHEERLEADING PRACTICES**

WHEREAS, the Village owns property generally located at the southwest corner of Gary Avenue and Lies Road, commonly known as Ross Ferraro Town Center (hereinafter referred to as the "Subject Property"); and

WHEREAS, there currently exists a shortage of Carol Stream Park District fields for use by the not-for-profit Carol Stream Youth Cheerleading Association due to updates and changes being done at various Carol Stream Park District parks normally used for cheerleading practices, thereby requiring the Carol Stream Youth Cheerleading Association to seek fields at other locations in Carol Stream; and

WHEREAS, the Village has allowed other not-for-profit organizations to utilize Village owned property for club activities; and

WHEREAS, the Village is willing to permit the Carol Stream Youth Cheerleading Association, through this license agreement, to utilize a portion of the Subject Property for cheerleading practice subject to the terms and conditions of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, the Village of Carol Stream ("Village") and the Carol Stream Youth Cheerleading Association ("CSYCA") do agree, as follows:

1. Subject to the terms and conditions contained within this license agreement, the CSYCA may utilize a portion of the Subject Property as follows:

Location

Northwest field at Ross Ferraro Town Center generally west of the parking lot and the lawn area by the gazebo, on the paved tent pad, east of the west field, north of the parking lot and south of the Lies Road pond pathway as depicted on the attached Exhibit "A" map.

Dates & Hours of Use

July 9, 2012 through September 28, 2012

6:00 p.m. – 8:30 p.m.

Monday, Tuesday, Wednesday and Friday

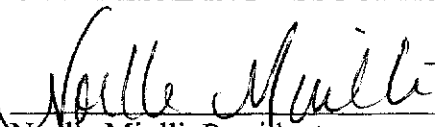
2. The CSYCA shall hold harmless, defend and indemnify the Village, its officers, employees and independent contractors, against any claims, demands, suits or judgments entered against the aforesaid parties arising out of or associated in any way with activities pursuant to this license agreement. The CSYCA shall not be responsible for any activity, which is not related in any way to programs, sponsored by or permitted to take place on the Subject Properties. The CSYCA shall maintain a general liability insurance policy of the type and limits as contained in Attachment "B". In addition the CSYCA, pursuant to this agreement, shall name the Village and the other parties listed above as additional insured under any general liability insurance policy to which it is a party. The obligation to hold harmless, defend and indemnify is also intended by the parties to constitute a contract sufficient to cause the implementation of any contractual liability provision contained with any insurance contract.
3. CSYCA practices shall not conflict with Village use of Subject Property.
4. The CSYCA agrees to use the Subject Property "As Is" with no assurances from the Village that subject property was ever intended to be used for cheerleading practices or other sporting events.
5. The use of Subject Property by the CSYCA shall take place only between the hours specified in Section 1 above.
6. The CSYCA shall instruct its coaches and players' parents to park vehicles only in the designated paved parking areas.
7. The CSYCA shall cause all litter and trash to be removed after each practice.
8. The license agreement fee shall be \$1.00 payable upon execution of this agreement.
9. The Village shall cut the grass at regularly scheduled intervals based on its annual mowing schedule. At the end of the period set forth in this license agreement the CSYCA will return the Subject Property to the Village in the same condition in which it received it, normal wear and tear excepted. In the event the use should cause a deterioration in the quality or quantity of the grass which currently covers the Subject Property, the Village, at its reasonable discretion may require the CSYCA to re-seed and maintain those damaged portions of the Subject Property until a mature growth of grass occurs or undertake that work and bill the CSYCA for its actual personnel and equipment costs.
10. This agreement shall remain in effect until September 28, 2012. Either party may cancel this license agreement upon thirty (30) days prior written notice, but said cancellation shall not affect the obligation of the Carol Stream Youth Cheerleading Association to hold harmless, defend and indemnify for any events, which took place during the term of the agreement.

DATED THIS 30 DAY OF March, 2012.

VILLAGE OF CAROL STREAM

Frank Saverino, Sr., Mayor

CAROL STREAM YOUTH
CHEERLEADING ASSOCIATION



Noelle Miulli, President

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on April 2 2012

AGENDA ITEM

K-1 4-2-12

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACTIVE EXCAVATING & WRECKING INC					
SNOW PLOWING-1/20, 2/10, 2/24	8,183.00	01670200-52266	SNOW REMOVAL	8483	20120076
	<u>8,183.00</u>				
B & F TECHNICAL CODE					
BLDG PLAN REV 1231 GARY AVE	601.34	01643700-52253	CONSULTANT	34618	20120007
BLDG PLAN REV 1231 N GARY AVE	2,177.84	01643700-52253	CONSULTANT	34659	20120007
BLDG PLAN REV 1231 N GARY AVE	2,704.00	01643700-52253	CONSULTANT	34622	20120007
BLDG PLAN REV 238 W ARMY TRL RD	1,669.37	01643700-52253	CONSULTANT	34627	20120007
BLDG PLAN REV 395 MISSION	150.00	01643700-52253	CONSULTANT	34660	20120007
BLDG PLAN REV 395 MISSION	2,177.84	01643700-52253	CONSULTANT	34626	20120007
BUILDING PLAN REV 395 MISSION ST	494.34	01643700-52253	CONSULTANT	34614	20120007
BUILDING PLAN REV 750 ARMY TRAIL RD	392.34	01643700-52253	CONSULTANT	34606	20120007
	<u>10,367.07</u>				
BASIC IRRIGATION SERVICES INC					
REPAIR & OIL 2 MOTORS	608.00	01670600-52272	PROPERTY MAINTENANCE	16306	
	<u>608.00</u>				
BEYER LAW OFFICES PC IOLTA					
SETTLEMENT AGR HUNTER GILMORE	20,762.70	01660100-51102	PERSONAL SERVICES	ACCT 773604087	
	<u>20,762.70</u>				
CALL ONE					
SERV FRM FEB 15 THRU MAR 14 2012	417.35	04101500-52230	TELEPHONE	1010-6641 3/15/12	
SERV FRM FEB 15 THRU MAR 14 2012	2,406.08	04201600-52230	TELEPHONE	1010-6641 3/15/12	
SERV FRM FEB 15 THRU MAR 14 2012	2,830.18	01650100-52230	TELEPHONE	1010-6641 3/15/12	
	<u>5,653.61</u>				
CHRISTOPHER B BURKE ENGR LTD					
CAPUTO'S REVIEW 1/29 - 2/25 2012	985.50	01621900-52253	CONSULTANT	105068	
	<u>985.50</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 2 2012**

<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 01/24- 02/22 2012	77.89	06320000-52248	ELECTRICITY	5853045025MAR/12	
SERV FRM 02/23 - 03/23 2012	89.04	06320000-52248	ELECTRICITY	0030086009MAR/12	
SERV FRM 2/14- 3/14 2012	25.86	01670600-52248	ELECTRICITY	6827721000MAR/12	
SERV FRM 2/21 - 3/22 2012	555.90	04101500-52248	ELECTRICITY	2496057000MAR/12	
SERV FRM 2/22 - 03/22 2012	926.32	04201600-52248	ELECTRICITY	0300009027MAR/12	
SERV FRM 2/22 - 3/21 2012	61.55	04201600-52248	ELECTRICITY	2514004009MAR/12	
SERV FRM 2/22 - 3/22	324.10	06320000-52248	ELECTRICITY	6213120002MAR/12	
SERV FRM 2/22 - 3/22 2012	122.09	01670600-52248	ELECTRICITY	6337409002MAR/12	
SERV FRM 2/22 - 3/23	16.51	01670600-52248	ELECTRICITY	0803155026MAR/12	
SERV FRM 2/22 - 3/23 2012	16.51	01670600-52248	ELECTRICITY	1865134015MAR/12	
SERV FRM 2/23 - 3/23 2012	16.51	01670600-52248	ELECTRICITY	4483019016MAR/12	
SERV FRM 2/23 - 3/23 2012	101.33	06320000-52248	ELECTRICITY	3153036011MAR/12	
SERV FRM 2/23 - 3/23 2012	111.87	06320000-52248	ELECTRICITY	6675448009MAR/12	
SERV FRM 2/28- 3/28	25.48	01670600-52248	ELECTRICITY	2127117053MAR/12	
SERV FROM 2/22 - 3/23 2012	34.31	01662300-52298	ATLE SERVICE FEE	4202129060MAR/12	
	<u>2,505.27</u>				
COOK COUNTY CLERK'S OFFICE					
GLEN E HARKER NOTARY RECORDED	10.00	01662700-52234	DUES & SUBSCRIPTIONS	GLEN E HARKER	
	<u>10.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 3/19	157.50	01650100-52253	CONSULTANT	031912	
	<u>157.50</u>				
DISCOVERY BENEFITS					
MARCH FLEX ADMIN	250.00	01600000-52273	EMPLOYEE SERVICES	298070	
	<u>250.00</u>				
ERYOPS BODYCRAFT INC					
REPAIR HOOD DENTS	200.00	01664700-52212	AUTO MAINTENANCE & REPAIR	5253	
	<u>200.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 2 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EXCEL LTD INC					
RELAY FOR LIGHT CABINET	19.00	01670300-53317	OPERATING SUPPLIES	15780	
	<u>19.00</u>				
EXELON ENERGY INC					
SERV FRM 2/13 -3/13 2012	378.94	04101500-52248	ELECTRICITY	100431100290	
	<u>378.94</u>				
GOLDY LOCKS INC					
REPAIR SOUTH SIDE DOOR PWKS	386.00	01670400-52244	MAINTENANCE & REPAIR	606144	
	<u>386.00</u>				
IEPA					
WTR REVOLVING FUND	57,922.78	04100100-56491	LOAN INTEREST	BILL #15	
WTR REVOLVING FUND	156,402.41	04100100-56490	LOAN PRINCIPAL	BILL #15	
	<u>214,325.19</u>				
JOHN L FIOTI					
ATLE & TOW ORD HEARINGS 3/14/12	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	C S 39	
ATLE & TOW ORD HEARINGS 3/14/12	187.50	01570000-52238	LEGAL FEES	C S 39	
	<u>375.00</u>				
JON GREY					
MEALS TRNG ON 4/17-20 2012	130.00	01664700-52223	TRAINING	IDEOA TRNG	
	<u>130.00</u>				
MERIT EMPLOYMENT ASSESSMENT SERVICES					
PROMO WRITTEN EXAM SERGEANT	3,382.79	01510000-52228	PERSONNEL HIRING	20121708	20120079
	<u>3,382.79</u>				
NATIONAL WATER TREATMENT SERVICES					
WRC SAND FILTER #4 RMVL OF POROUS PLATES	29,430.50	04101100-52244	MAINTENANCE & REPAIR	1267	
	<u>29,430.50</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 2 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NEXTEL COMMUNICATIONS					
SERV FRM 02/24 - 03/23 2012	27.25	01642100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	27.25	01643700-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	27.25	01662500-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	54.50	01680000-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	60.95	01610100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	60.95	04200100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	60.95	01690100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	115.27	01664700-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	115.45	01662300-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	121.90	01652800-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	151.18	01662700-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	163.50	04201600-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	164.41	01662400-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	182.85	01650100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	211.90	01670100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	216.88	01622200-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	299.70	01660100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	325.32	01620100-52230	TELEPHONE	7603000514-122 3/27	
SERV FRM 02/24 - 03/23 2012	405.95	01600000-52230	TELEPHONE	7603000514-122 3/27	
	<u>2,793.41</u>				
NICOR					
SERV FRM 02/08 THRU 03/08	55.58	01680000-52277	HEATING GAS	9502121000FEB	
	<u>55.58</u>				
NOVATOO INC					
REPAIR TOWN CENTER SPEAKERS	515.00	01680000-52244	MAINTENANCE & REPAIR	5867	
	<u>515.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 2 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OCE IMAGISTICS INC					
COPIER MTC 2/1- 2/29 2012 PWKS	20.96	04100100-52231	COPY EXPENSE	417132367	
COPIER MTC 2/1- 2/29 2012 PWKS	20.96	04200100-52231	COPY EXPENSE	417132367	
	<u>41.92</u>				
STRAND & ASSOCIATES					
I & II PILOT PROGRAM-BASIN #39	2,430.00	04101500-54480	CONSTRUCTION	0090733	20120094
	<u>2,430.00</u>				
THOMAS EBY					
MEALS PER DIEM NICP -CTED TRMG VEGAS	178.00	01664700-52223	TRAINING	NICP TRNG 4/16	
	<u>178.00</u>				
THOMAS F HOWARD JR					
LEGAL SERV'S FOR MARCH 2012	6,660.00	01570000-52312	PROSECUTION DUI	190	
	<u>6,660.00</u>				
THOMAS MILLER					
MEALS TRNG 4/17/20 2012	130.00	01664700-52223	TRAINING	IDEOA TRNG	
	<u>130.00</u>				
TIC TANK INDUSTRY CONSULTANTS					
PROF SERV'S 2/26- 3/3 2012 ANTENNA INSTL	400.00	04200100-52253	CONSULTANT	27316	
	<u>400.00</u>				
TRANSYSTEMS CORPORATION					
WEST BRANCH TRL PROJECT	26,946.21	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	11(2247896)	20120035
	<u>26,946.21</u>				
TRI R SYSTEMS INC					
REPR AT TALL OAKS FOR AT&T TROUBLE	345.00	04101500-52244	MAINTENANCE & REPAIR	3259	
	<u>345.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 2 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WATER SYSTEMS					
LARGE WTR METER TESTING	2,332.51	04201400-52282	METER MAINTENANCE	3/19/12	20120028
	<u>2,332.51</u>				
WAYNE TOWNSHIP ROAD DISTRICT					
IGA-PYMNT FOR SW WATER MAIN PROJ PERMIT	117,193.00	04201600-54480	CONSTRUCTION	SW WTR MAIN PERMIT	
	<u>117,193.00</u>				
GRAND TOTAL	<u><u>\$458,130.70</u></u>				

The preceding list of bills payable totaling \$458,130.70 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 3/30/12

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 4-2-12

ADDENDUM WARRANTS March 20, 2012 thru April 2, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll March 5, 2012 thru March 18, 2012	423,758.16
Water & Sewer	A C H	Charter One Bank	Payroll March 5, 2012 thru March 18, 2012	33,807.09
General	A C H	Ill Funds	Dupage Water Commission - February 2012	263,006.85
				<u>720,572.10</u>

Approved this _____ day of _____, 2012

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk