

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 4, 2012

8:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the August 20, 2012 Village Board Meeting.
2. Approval of the Minutes of the August 20, 2012 Special Meeting of the Village Board.
3. Approve, but not release, of the Minutes of the August 20, 2012 Executive Session of the Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Proclamation Designating September 10-14, 2012 Chamber of Commerce Week.
2. Proclamation Designating September 2012 as Disaster Preparedness Month
3. Resolution No. 2604, Recognizing the Carol Stream Library on its 50th Anniversary.
4. Public Hearing: Preannexation Agreement for 28W260 Trieste Lane. *Request from Thakor and Nirmala Patel to enter into a preannexation agreement to allow connection to the Carol Stream water system.*

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. 2012 Klein and Thunderbird Creeks Flow Obstruction Removal Project – Waiver of Bids and Award of Contract.
Staff recommends that the formal bidding process be waived and the contract for the 2012 Klein and Thunderbird Creeks Flow Obstruction

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Removal Project be awarded to Pessina Tree Service, LLC in the amount of \$9,275.00.

2. Kuhn Road Bike Trail Project – Approval of a Grant Agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO). *Staff recommends approval of this Agreement and designating the Assistant Village Engineer as the Administrator for this \$100,000 grant to fund the construction of the Kuhn Road Bike Trail Project.*
3. Metropolitan Alliance of Police (MAP) Contract Ratification. *Recommendation for approval of an initial collective bargaining agreement between the Village of Carol Stream and the Metropolitan Alliance of Police (MAP), the union representing the Carol Stream Police Sergeants.*
4. Police Commander Equity Adjustment. *Recommendation to adjust the minimum salary of Police Commander to preserve equitable wage differential with lower ranking Police Sergeant position.*

H. ORDINANCES:

1. Ordinance No. _____, Approving An Annexation Agreement and Plat of Easement (Patel Property – 28W260 Trieste Lane). *See C4.*

I. RESOLUTIONS:

1. Resolution No. _____, First Supplemental Resolution for Maintenance for Streets and Highways by Municipality under the Highway Code – 2012 Crackfilling Project. *A resolution to IDOT is required to appropriate \$117,000.00 in Motor Fuel Tax funds for the 2012 Crackfilling Project.*
2. Resolution No. _____, Accepting a Plat of Easement for Stormwater Management and Conveyance – 450 St. Paul Blvd.-Unifab Building Addition. *This item is the acceptance of a grant of easement for storm water management and conveyance as required by the DuPage County Countywide Storm Water Management and Flood Plain Ordinance.*

Village of Carol Stream

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3. Resolution No. _____, Approving the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream.
Recommendation to release certain designated executive session minutes for which there is no longer a need for confidentiality.
4. Resolution No. _____ Objecting to a Request for Annexation, Rezoning and Special Use for Planned Unit Development for "The Lockup Self-Storage" (City of Wheaton Zoning Application No. 12-17).
The property owner has petitioned the City of Wheaton for annexation and zoning approvals, and a public hearing is scheduled for September 10th.

J. NEW BUSINESS:

1. Carol Stream Park District – Town Center and Amplification Permit Applications – Waiver of Fees.
The Carol Stream Park District is hosting their Fall Fitness 5K Race event on Saturday, September 15, 2012 and their Bark in the Park Dog Festival on Sunday, September 16, 2012 at the Ross Ferraro Town Center and are requesting a waiver of rental fees, amplification fee and approval to amplify prior to 10 a.m.
2. Glenbard North High School - Raffle License Application
Request for approval for raffle license, waiver of fee and Manager's Fidelity Bond for split-the-pot raffles to be held at four homefootball games.

K. PAYMENT OF BILLS:

1. Regular Bills: August 21, 2012 through September 4, 2012
2. Addendum Warrants: August 21, 2012 through September 4, 2012.

L. REPORT OF OFFICERS:

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

Village of Carol Stream

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M. EXECUTIVE SESSION:

1. Collective Negotiating Matters.

N. ADJOURNMENT:

LAST ORDINANCE: 2012-08-32 LAST RESOLUTION: 2603

NEXT ORDINANCE: 2012-09-33 NEXT RESOLUTION: 2604

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

August 20, 2012

Mayor Frank Saverino, Sr. 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 Tony Manzzullo, Don Weiss, Matt McCarthy & Pam Fenner

Absent: Trustees Mary Frusolone and Greg Schwarze

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 Manzzullo made the second to approve the Minutes of the August 6, 2012 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Manzzullo, Weiss, McCarthy & Fenner

Nays: 0

Absent: 2 Trustees Frusolone & Schwarze

Trustee Weiss moved and Trustee Manzzullo made the second to approve and not release the Minutes of the August 6, 2012 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Manzzullo, Weiss, McCarthy & Fenner

Nays: 0

Absent: 2 Trustees Frusolone & Schwarze

Trustee Manzzullo moved and Trustee McCarthy made the second to approve the Minutes of the August 13, 2012 Special Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 3 Trustees Manzzullo, Weiss & McCarthy Fenner

Nays: 0

Abstain: 1 Trustee Fenner

Absent: 2 Trustees Frusolone & Schwarze

AGENDA ITEM
 B-1 9-4-12

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:*None***CONSENT AGENDA:**

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

Ayes: 4 Trustees Manzullo, Weiss, McCarthy & Fenner

Nays: 0

Absent: 2 Trustees Frusolone & Schwarze

Trustee McCarthy moved and Trustee Manzullo 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: 4 Trustees Manzullo, Weiss, McCarthy & Fenner

Nays: 0

Absent: 2 Trustees Frusolone & Schwarze

1. McDonald's - 1335 County Farm Road.
2. Participation with Choose DuPage in a group purchase of Buxton SCOUT, an economic development retail attraction software product, at an initial cost of \$4,500 and an annual cost of \$1,000 after the first year.
3. A Motion Awarding a contract for Tub Grinding Services to Kramer Tree Service, Inc., in the amount of \$9,800.
4. Emergency Tree Trimming and Removal Services - Ciosek Tree Service, Inc.
5. Ordinance No. 2012-08-32, Approving Amendments to Special Use Permits for *Planned Unit Development* and *Drive-Up Service Window* and a Final Planned Unit Development Plan in the B-3 Service District (McDonald's, 1335 County Farm Road).
6. Resolution No. 2601, Adopting A Policy Protecting Individuals Engaged In Nonviolent Civil Rights Demonstrations.
7. Resolution No. 2602, Adopting A Section 3 Policy To Provide Job Training, Employment And Contracting Opportunities For Section 3 Residents And Section 3 Businesses Of The Areas In Which A Community Development Block Grant (CDBG) Program Or Project Is Being Carried Out.
8. Payment of Regular & Addendum Warrant of Bills
9. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End July 31, 2012.

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

Ayes:	4	Trustees Manzzullo, Weiss, McCarthy & Fenner
Nays:	0	
Absent:	2	Trustees Frusolone & Schwarze

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

McDonald's – 1335 County Farm Road:

The Village Board concurred with the Plan Commission recommendation for approval of Zoning for renovations and site improvements to the McDonald's at Heritage Plaza including an amendment to a Special Use Permit for a Planned Unit Development, an amendment to a Special Use Permit for a Drive-up Service Window and a Final PUD Plan.

Participation with Choose DuPage in a group purchase of Buxton SCOUT, an economic development retail attraction software product, at an initial cost of \$4,500 and an annual cost of \$1,000 after the first year:

The Village concurred with the staff recommendation to purchase an economic development tool at a greatly reduced cost by partnering with Choose DuPage and other communities.

A Motion Awarding a contract for Tub Grinding Services to Kramer Tree Service, Inc., in the amount of \$9,800:

The Village Board concurred with the staff recommendation to approve a contract for tub grinding services to clean up the accumulated brush from the recent storm and trees removed as a result of EAB.

Emergency Tree Trimming and Removal Services – Ciosek Tree Service, Inc.:

The Village Board approved payment in the amount of \$80,172.20 to Ciosek Tree Service for emergency tree trimming and removal services incurred after the July 1, 2012 storm.

Ordinance No. 2012-08-32, Approving Amendments to Special Use Permits for Planned Unit Development and Drive-Up Service Window and a Final Planned Unit Development Plan in the B-3 Service District (McDonald's, 1335 County Farm Road):

The Village Board approved Ordinance No. 2012-08-32, approving amendments to Special Use Permits for Planned Unit Development and Drive-Up Service Window and a Final Planned Unit Development Plan in the B-3 Service District for McDonald's located at 1335 County Farm Road.

Resolution No. 2601, Adopting A Policy Protecting Individuals Engaged In Nonviolent Civil Rights Demonstrations:

The Village received a \$304,851 Community Development Block Grant for the Klein Creek Flood Plain Structure Phase II Buyout Project and is required to comply with Title I of the Housing and Community Development Act which includes a requirement adopting a policy protecting individuals engaged in nonviolent civil rights demonstrations. Failure to enforce such policies may cause the Village to lose its grant or eligibility for future

grants. The Village Board approved Resolution No. 2601, adopting a Policy Protecting Individuals Engaged In Nonviolent Civil Rights Demonstrations.

Resolution No. 2602, Adopting A Section 3 Policy To Provide Job Training, Employment And Contracting Opportunities For Section 3 Residents And Section 3 Businesses Of The Areas In Which A Community Development Block Grant (CDBG) Program Or Project Is Being Carried Out:

This resolution is required by Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by certain Housing and Urban Development (HUD) financial assistance shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low and very low income persons. The Village has received a \$304,851 Community Development Block Grant for the Klein Creek Flood Plain Structure Phase II Buyout Project and failure to comply with such policies may cause the Village to lose its grant or eligibility for future grants. The Village Board approved Resolution No. 2602, adopting a Section 3 Policy to provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which a Community Development Block Grant (CDBG) Program or Project is being carried out.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated August 20, 2012 in the amount of \$536,404.37. The Village Board approved the payment of the Addendum Warrant of Bills from August 7, 2012 – August 20, 2012 in the amount of \$732,505.99.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End June 30, 2012:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End July 31, 2012.

Non Consent Agenda Items

Resolution No. 2603, Appointing Members to the Local Youth Council:

Mayor Saverino stated that this item was removed from the consent agenda to allow Trustee McCarthy/ Youth Council liaison to introduce members of the Youth Council. Trustee McCarthy asked current Youth Council member Mike Consalvo to introduce the new members. This resolution would appoint one Glenbard North High School Freshman, Brianna Consalvo and one West Chicago High School Junior, Evan Gebhardt to the Youth Council. Trustee McCarthy moved and Trustee Fenner made the second to approve Resolution No. 2603, appointing members to the local Youth Council. The results of the roll call vote were as follows:

Ayes:	4	Trustees Manzzullo, Weiss, McCarthy & Fenner
Nays:	0	
Absent:	2	Trustees Frusolone & Schwarze

Report of Officers:

Trustee Manzzullo stated that there will be a concert with Billy Croft & Five Alarm at 6:00 p.m. and fireworks at the Town Center on September 2 at approximately 8:20 p.m. He asked Police Chief Kevin Orr to provide pointers for motorists now that school is back in session. Chief Orr asked residents to watch out for children and crossing guards and

reminded residents that State law prohibits hand held phone use in school zones. Trustee Manzzullo closed by asking everyone to pray for our troops.

Trustee Weiss stated that the 4th annual Shape of Carol Stream town meeting will be held on Wednesday, September 26 at 7:00 p.m. The live broadcast meeting provides residents the opportunity to speak to the heads of 9 Carol Stream public agencies. The event is sponsored by Itasca Bank & Trust Company and is broadcast live over Comcast and AT&T U-Verse cable systems. A reminder about the meeting will be mailed to residents in the near future.

Trustee McCarthy welcomed new Youth Council members Brianna and Evan and encouraged their participation. The 7th annual Teen Music Fest was held at the Town Center from 2:30 p.m. to 10:30 p.m. this past Saturday. He thanked the sponsors of the event for helping make it a success.

Manager Breinig encouraged residents to shop Carol Stream and reminded them that tomorrow night from 4:00 p.m. – 7:00 p.m. there will be an open house in the Village Board room to view the DuPage County plans for the Gary Avenue construction project.

Mayor Saverino stated it was a busy past week and commented that there was a special Village Board meeting on 8/13/12 to discuss municipal electric aggregation. There will be a referendum on the November general election ballot asking residents if the Village should pursue electric aggregation. On 8/15/12 the Village Police Department and the Carol Stream Fire Protection District participated in the Battle of the Badges Blood Donation Challenge. On 8/16/12 he attended the opening ceremony for the Savers retail store. On a sad note, Mayor Saverino stated that Mayor Mueller from Lombard passed away this past Saturday. In closing he read a letter from the manager of Colony Park apartments complementing Village staff on their efforts in the storm recovery on July 1, 2012.

At 8:25 p.m. Trustee McCarthy moved and Trustee Fenner made the second to adjourn the meeting to executive session to discuss Section 2.C.1 of the Open Meetings Act, Compensation of One or More Employees, where there will be no action taken thereafter. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>4</i>	<i>Trustees Manzzullo, Weiss, McCarthy & Fenner</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>2</i>	<i>Trustees Frusolone & Schwarze</i>

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES

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

August 20, 2012

Mayor Saverino, Sr., called the Special Meeting of the Board of Trustees to order at 6:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Saverino, Sr. & Trustees, Tony Manzzullo, Matt McCarthy and Pam Fenner
 Absent: Trustees Mary Frusolone, Don Weiss & Greg Schwarze
 Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant to the Village Manager Christopher Oakley, Police Chief Kevin Orr, Deputy Police Chief Ed Sailer, Finance Director Jon Batek, Community Development Director Bob Glees, Village Attorney Jim Rhodes and Village Clerk Beth Melody

Mayor Saverino convened the meeting to discuss local prosecution of traffic offenses. Deputy Police Chief Sailer presented information on the benefits of prosecuting minor traffic offenses using a Village prosecutor. Currently, the Assistant State's Attorney represents the Village in both minor and major traffic offense cases. Below is a summary of the information presented at this meeting:

Current Traffic Court System

- Minor traffic offenses are heard in Glendale Heights Traffic Court
- Major traffic offenses are heard at the DuPage County Courthouse
- Assistant State's Attorney represents our interests in both courts
- We receive a portion of the fines based on Circuit Court Clerk formula (non-DUI)

Local Prosecution

- Will mirror current traffic court prosecution
- We will have our own prosecutor instead of Assistant State's Attorney representing our interests
- Process is very similar to our DUI Local Prosecution process
- We will receive 100% of fines and approximately 60% of court costs

Survey of Local Prosecution

- Survey consisted of area towns that have local prosecution
- These towns received a higher fine revenue percentage per ticket
- Exact fine disbursement amounts are difficult to determine because of County disbursement formula

Benefits of Local Prosecution

- We do not pay County's mandatory \$25 prosecution fee, we retain it
- Consistent legal representation
- We know the local prosecutor and they will be available to answer questions
- The local Prosecutor will provide training and feedback resulting in better testimony
- The local Prosecutor appears in court on our behalf
- The local Prosecutor does prep work with officers
- Officers will be a part of all plea deals

Prepay-No Court Appearance (Current Mail-In Fee Structure)

Based on \$120 traffic citation

B-2 9-4-12
 AGENDA ITEM

- \$15.00 Court automation fee
- \$15.00 Document storage fee
- \$15.00 Illinois State Police share
- \$33.38 Municipality share
- \$12.61 State share
- \$29.01 County share

In-Court Appearance Percentages

Fees deducted before percentages applied

- \$15.00 Court automation fee
- \$15.00 Document storage fee
- \$25.00 Prosecution fee

Percentage breakdown

- 44.5 % to Municipality
- 38.675% to County
- 16.825% to State

Court Costs

Finding of guilty for a speeding citation

- Fine is \$120
- Judge automatically imposes \$130 for court costs
- Total fine and court costs is \$250

Minor Traffic Offenses

- Cases heard in Glendale Heights traffic court
- In 2010 Carol Stream issued 11,831 citations
- 9,566 were assessed fines/court costs of \$250,225
- As of May 2011, \$219,025 has been received

Major Traffic Offenses

- Cases heard at DuPage County Courthouse
- In 2010 Carol Stream issued 1,650 citations
- 1,051 were assessed fines/court costs of \$453,016
- As of May 2011, \$123,130 has been received

2010 Citation Totals for Local Prosecution Towns

- Glen Ellyn: 4,213 citations
Revenue was \$265,151
Fine revenue per ticket = \$63
- Oak Brook: 2,795 citations
Revenue was \$213,937
Fine revenue per ticket = \$77
- Wheaton: 3,226 citations
Revenue was \$352,638
Fine revenue per ticket = \$109
- Carol Stream: 13,098 citations
Revenue was \$793,615
Fine revenue per ticket = \$61

Every town had a higher per ticket revenue than Carol Stream except for one

Attorney Selection Process

- RFP to solicit proposals from pre-qualified attorneys and firms
- Select attorneys for interview process
- Offer of employment based on Village Board approval
- Drafting of contract including costs

- Village Attorney review of contract
- Set an implementation date
- Concern will be potential conflicts of interest
- We would like to assess the possibility of combining our prosecutor/adjudicator positions

Attorney Cost

- Eight traffic court dates per month
- Each session lasts 2-3 hours
- Approximate hourly rate would be \$200, resulting in \$57,600 per year
- Cost of drafting an ordinance adopting the Illinois Vehicle Code

Transition

- Seamless transition
- Adopt an ordinance to incorporate the Illinois Vehicle Code for local prosecution
- Ordinance chapter number (8-1) is placed ahead of IVC number on citations to indicate local ordinance violation
- No additional manpower requirement
- No reprinting of citations
- No additional record keeping
- No additional overtime required
- No extra time on traffic stops
- Offenses are applied to State driving record
- No additional cost except for a local prosecutor
- Local prosecutor will act under the direction of the Traffic Sergeant with oversight by the Chief of Police (same process used for DUI prosecutor)

Trustee Fenner stated she would like more information on the costs and revenues of implementing a program for local prosecution of minor traffic offenses. Manager Breinig stated this program is not about charging more money for offenses but rather for determining where fine money goes after conviction by the Judge. Trustee McCarthy stated that the local prosecution cost for the Village could be more if the judge grants continuances to the defendant that increases Village attorney fees (similar to DUI prosecutions).

There was general concurrence by the Village Board to begin the process of implementing a local prosecution program for minor traffic violations for the Village Board to consider.

There being no further discussions, Trustee McCarthy moved and Trustee Manzzullo seconded the motion to adjourn the meeting at 6:41 p.m. The motion was approved unanimously.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr. Mayor

Beth Melody, Village Clerk

PROCLAMATION**Designating September 10th - 14th 2012 Chamber of Commerce Week**

Whereas, the Carol Stream Chamber of Commerce works with both large and small businesses as well as private industry and manufacturing firms to advance the civic, economic, industrial, professional and cultural life of the Carol Stream community; and

Whereas, chambers of commerce have contributed to the civic and economic life of Illinois for 174 years since the founding of the Galena Chamber of Commerce in 1838, and

Whereas, this year marks the 93rd anniversary of the founding of the Illinois Chamber of Commerce and the 20th anniversary of the incorporation of the Carol Stream Chamber of Commerce; and

Whereas, the Chamber of Commerce and its members provide citizens with a strong business environment that increases employment, commercial retail trade as well as industrial growth in order to make Carol Stream a better place to live, and

Whereas, the Chamber of Commerce encourages the growth of existing industries, services, and commercial firms and encourages new businesses and entrepreneurs to locate into the local business community, and

Whereas, the Carol Stream Chamber has 337 members who meet monthly for lunch, host Business Before & After Hours, Lunch n' Learn, Chamber 101 and countless other agency-sponsored special events; and

Whereas, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 456 local chambers of commerce, and

Whereas, this year marks the 97th anniversary of the Illinois Association of Chamber of Commerce Executives, a career development organization for chamber agency professionals.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby proclaim

September 10th - 14th 2012 as CHAMBER OF COMMERCE WEEK

in Carol Stream, and underscore its significance to all Village residents and businesses.

PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER 2012.

SIGNED:

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

C-2 9-4-12

PROCLAMATION

DESIGNATING SEPTEMBER 2012 DISASTER PREPAREDNESS MONTH

Whereas, during National Disaster Preparedness Month, emergency response agencies at all levels of government underscore the importance for citizens to prepare for the full range of hazards that may befall their community to include natural disasters, cyber attacks, pandemic disease and acts of terrorism; and

Whereas, all levels of government working to increase the capacity of residents to be self sufficient for the first 72 hours of a disaster is a critical and ongoing national security concern whose importance is underscored by the lessons learned from Hurricane Katrina that devastated the Gulf Coast 7 years ago; and

Whereas, in our 53 year history, the Village has experienced severe flooding in 1972, 1987, 2008 and again on July 23, 2010 that damaged residential properties and public facilities, displaced families and demonstrated the need for personal preparedness; and

Whereas, in addition, the Village has experienced several other more recent natural disasters including a microburst in March 2006, a structural building collapse on August 31, 2010, a severe winter storm on February 1, 2010, a severe wind storm on July 28, 2011 and most recently a severe thunderstorm this past July 1st that resulted in widespread damage to private structures, public infrastructure, business interruption as well as extended power outages; and

Whereas, the key components of any emergency preparedness program include risk education, family disaster plan development, assembling a family disaster supply kit and conducting periodic family disaster drills to appropriately test and strengthen the plan; and

Whereas, several emergency preparedness web resources are essential to helping individuals and families increase their readiness capabilities that include the following:

www.ready.gov
www.redcross.org

www.protectdupage.org
www.carolstream.org

NOW, THEREFORE, BE IT RESOLVED THAT I, MAYOR FRANK SAVERINO SR. and the Village Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers does hereby proclaim

September 2012 as Disaster Preparedness Month

in Carol Stream, and encourage all Carol Stream residents and business owners to assess their home and work environments for risk reduction in the event of a natural or man-caused life threatening event or large scale disaster and to also educate themselves, their family members and employees on appropriate prevention and preparedness techniques to lessen the effects of a disaster.

PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER 2012.

SIGNED:

Frank Saverino Sr. - Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

C-3 9-4-12

RESOLUTION NO. 2604

RECOGNIZING THE CAROL STREAM LIBRARY ON ITS 50TH ANNIVERSARY

WHEREAS, on September 29, 2012, the Carol Stream Public Library will celebrate its 50th Anniversary as a full-service local government agency; and

WHEREAS, in December 1961 during the Village's early years, the Carol Stream Women's Club arranged for the services of a mobile library that provided temporary library service to the community from January - June of 1962; and

WHEREAS, in the summer of 1962, the Village Board established a Library Commission with the goal of operating a library room within the Village Hall located then at 397 Blackhawk Drive; and

WHEREAS, on September 29, 1962, the one-room Public Library housed in the Village Hall opened to the community which included books, magazines, furniture and shelves all donated by residents; and

WHEREAS, in November of 1972, the Village government relocated to its new facility at 415 S. Gary Ave. allowing the Carol Stream Public Library to expand its collection and library services to the community as the sole occupant of the facility on Blackhawk Drive; and

WHEREAS, in November of 1975, the community approved a \$1.4 million bond issue to construct a new 25,000 square ft. library facility along Hiawatha Drive; and

WHEREAS, in October 1976, construction of a new state of the art Library facility began in earnest which opened to the public in January 1978; and

WHEREAS, on April 9, 1978, the community dedicated the new full-service Library facility; and

WHEREAS, in 1983, the Library successfully digitized its card catalog system thereby allowing patrons and the general public to conduct computerized searches for resources and a decade later installed a local area network making it possible to offer a wide range of computer services to its patrons; and

WHEREAS, over the past 3 decades, the Carol Stream Library has undergone a series of planned expansions and targeted improvement projects that have brought the library up to its present full-capacity layout; and

WHEREAS, the Carol Stream Library's 26 full-time and 39 part-time library professionals successfully manage a total volume collection of 190,500 materials and an ever-increasing circulation demand that exceeds over ½ million materials a year.

NOW, THEREFORE BE IT RESOLVED THAT, 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 Carol Stream Library Board and staff, both past and present are recognized for their tireless commitment over the first 50 years to establish quality library programs and services for its residents and library customers.

SECTION 2: That the current and future Library Boards and staff continue to cooperatively work in the decades to come to build upon the 5 decades of success in meeting the community's demand for quality library services.

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

PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER, 2012.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert J. Mellor, Assistant Village Manager
FROM: Robert J. Glees, Community Development Director *RJG*
DATE: August 29, 2012
RE: **Agenda Item for the Village Board Meeting of September 4, 2012
Preannexation Agreement for Water Service Connection for the
Patel Property at 28W260 Trieste Lane**

PURPOSE

The purpose of this memorandum is to present the referenced agreement to the Village Board and recommend approval.

BACKGROUND

The Village of Carol Stream recently completed the Southwest Water Main Extension Project, bringing its public water supply system into the Southwest Planning Area, which includes the unincorporated areas to the southwest of the Village's boundaries. As per the direction of the Village Board, any property owner along the route of the new water main may apply for a permit from the Village of Carol Stream to connect to the public water system. However, it is a condition of approval of such connection that the property owner(s) first enter into a preannexation agreement with the Village of Carol Stream for future annexation of the property at such time as it becomes contiguous to the Village boundary.

DISCUSSION

The proposed preannexation agreement, which is attached to the approval ordinance contained in the Village Board's packet, is the Village's standard form of agreement developed for use with single residential lots. The agreement has been approved by the Village Attorney. Mr. Patel has reviewed the agreement and finds it acceptable, with no changes.

RECOMMENDATION

Staff recommends approval of the attached agreement. If the Village Board concurs with the staff recommendation and the proposed preannexation agreement, they should approve the ordinance prepared for that purpose.

RJG:bg

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Corporate Authorities of the Village of Carol Stream, DuPage County, Illinois, will hold a public hearing at 8:00 P.M. on Tuesday, September 4, 2012, at the Village Hall, 500 North Gary Avenue, Carol Stream, Illinois, to consider a proposed annexation agreement providing for the annexation of the property legally described below, pursuant to the provisions of Chapter 65, Article 11, Section 11-15.1-1, et seq. of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 et seq., which annexation agreement shall contain, among other provisions, provisions relating to, but not limited to, the following:

a) Annexation of the subject property. The subject property is legally described as follows:
Lot 4 in Trieste Lane Subdivision, being a subdivision of the southwest quarter of the southeast quarter of Section 26, Township 40 North, Range 9, east of the Third Principal Meridian, according to the plat thereof recorded on June 27, 1990, as Document No. R90-079216 in DuPage County, Illinois.

P.L.N. 01-26-405-028
The property comprises a tract of land containing approximately 0.92 acres and is located in unincorporated DuPage County at 28W260 Trieste Lane, West Chicago, Illinois.

A map of the Subject Property is on file with the Village Clerk and is available for public inspection in the Clerk's Office at the Village Hall during normal business hours.

b) Upon annexation, the subject property shall be zoned R-1 Single Family Residential, under the provisions of the Carol Stream Zoning Ordinance.

c) Other miscellaneous provisions.

A copy of the proposed annexation agreement is on file and available for public inspection in the office of the Village Clerk during normal business hours at the Village Hall, 500 North Gary Avenue, Carol Stream, Illinois.

Amendments and modifications to said proposed annexation agreement may be made either before or after the public hearing thereon and before the signing thereof.

All persons appearing at said public hearing will be given an opportunity to be heard. Such public hearing may be continued from time to time by the Corporate Authorities of the Village of Carol Stream without further notice, except as may be required by the Illinois Open Meetings Act.

/s/ Beth Melody
Village Clerk
Published in Daily Herald
August 18, 2012 (4312348)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Bensenville, Bloomingdale, Carol Stream, Glendale Heights, Glen Ellyn, Itasca, Keeneville, Lisle, Lombard, Medinah, Naperville, Oak Brook, Oakbrook Terrace, Roselle, Villa Park, Warrenville, West Chicago, Wheaton, Winfield, Wood Dale

County(ies) of DuPage
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published August 18, 2012 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Laula Baltzen*
Authorized Agent


Control # 4312348

AGENDA ITEM

G-1 9-4-12

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: August 28, 2012

RE: 2012 Klein and Thunderbird Creeks Flow Obstruction Removal Project - Waiver of Bids and Award of Contract

The Village once again experienced several severe windstorms this summer and an inventory identifying flow obstructions, primarily downed timber, was performed along Klein Creek and Thunderbird Creek. Working with DuPage County Public Works and Engineering was able to have them remove one of the larger trees saving the Village several thousand dollars. The inventory identified 112 locations and 296 trees or branches that needed to be removed. This was nearly three times the amount of flow obstructions identified in the previous project last fall. With such a large amount of debris, the project was divided into four alternatives (high priority, medium priority, lower priority and total combined). Staff then sought quotes from six companies and obtained three from the following to remove the obstructions:

Pessina Tree Service, LLC, Big Rock, IL
Kramer Tree Specialists, Inc., West Chicago, IL
Winkler's Tree Service, Inc., LaGrange Park, IL

The results of the quotes are as follows:

<u>Company</u>	<u>High Priority</u>	<u>Medium Priority</u>	<u>Lower Priority</u>	<u>Total Combined</u>
Pessina	\$6,775	\$3,575	\$2,750	\$9,275
Kramer	\$23,441	\$8,112	\$4,845	\$32,758
Winkler	-	-	-	\$50,000

We requested schedule from the contractors due to the heavy work load all were experiencing from the local storms. None of the firms provided us with a schedule, although Pessina stated they have a four month back log that must be completed before they could start.

We received a very good price for this work. Last year we paid \$6,725 for removal of 142 trees or branches compared to this year's quote of \$9,275 for removal of 296 trees or branches. That's over twice the amount of work for only a 38% increase in costs.

This amount of work was not anticipated to be this large as only \$7,000 was budgeted leaving the Village with a \$2,275 shortfall. However, DuPage County has not identified any municipalities for upcoming audits for which the Village had budgeted \$8,000. Staff recommends utilizing these funds to offset the additional costs. In addition Staff recommends that the formal bidding process be waived, and the contract for the 2012 Klein and Thunderbird Creeks Flow Obstruction Removal Project Fall be awarded to Pessina Tree Service, LLC in the amount of \$9,275.00 for removal of all high, medium and lower priority flow obstructions.

Cc: Bill Cleveland, Assistant Village Engineer
Jesse Bahraini, Engineering Inspector
Jon Batek, Finance Director
Phil Modaff, Director of Public Works


AGENDA ITEM

G-2 9-4-12

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: August 28, 2012

RE: Recommendation of Approval of a Grant Agreement with the Illinois Department of Economic Opportunity (DCEO) for the Kuhn Road Bike Trail Project

The Village recently obtained a legislative grant through the House Republican Caucus from Representative Franco Coladipietro. This grant is to offset the Village's share of the construction costs for the Kuhn Road Bike Trail in the amount of \$100,000. Based on the contract bid price, the Village's out of pocket expense for construction will fall to about \$12,500 after all funding is applied.

In order to receive these funds the Village needs to enter into the attached grant agreement with the Illinois DCEO to be signed by the Mayor. It also designates Joe Breinig, Phil Modaff and Bill Cleveland as Authorized Designees able to provide grant and related documentation. Project and Financial Status Reports are required to be submitted on a quarterly basis. This project is administered by IDOT and invoiced to the Village at a later date; therefore engineering staff will determine the Village's share upon completion of the project.

Engineering staff recommends that the Grant Agreement (Notice of Grant Award No. 12-203252) be executed by the Mayor and forwarded to the DCEO for approval.

Attachment

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



Grant Management Program 01

Grant No. 12-203252

for the

Village of Carol Stream

Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 12-203252

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Village of Carol Stream** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed **\$100,000.00** to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **01/01/2012** through the ending date of **12/31/2013**, unless otherwise established within Part II Scope of Work. The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Village of Carol Stream

Taxpayer Identification Number:
SSN/FEIN: 362510906

Legal Status:

- | | |
|---|---|
| <input type="checkbox"/> Individual (01) | <input type="checkbox"/> Estate or Trust (10) |
| <input type="checkbox"/> Sole Proprietor (02) | <input type="checkbox"/> Pharmacy-Noncoporate (11) |
| <input type="checkbox"/> Partnership/Legal Corporation (03) | <input type="checkbox"/> Nonresident Alien (13) |
| <input type="checkbox"/> Corporation (04) | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp (15) |
| <input type="checkbox"/> Not For Profit Corporation (04) | <input type="checkbox"/> Tax Exempt (16) |
| <input type="checkbox"/> Medical Corporation (06) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental (08) | <input type="checkbox"/> C - Corporation |
| | <input type="checkbox"/> P - Partnership |

GRANTEE:

Village of Carol Stream

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: _____ Date _____
(Authorized Signator)

Frank Saverino, Sr., Mayor
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____ Date _____
David Vaught, Director

Grantee Address: _____ Please indicate any address changes below
500 N. Gary Avenue
Carol Stream, IL 60188-1811

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Joseph Breinig
Authorized Designee Title: Village Manager
Authorized Designee Phone: 630-871-6250
Authorized Designee Email: jbreunig@carolstream.org
Authorized Signatory Approval: _____

Authorized Designee: Phil Modaff
Authorized Designee Title: Director of Public Works
Authorized Designee Phone: 630-871-6262
Authorized Designee Email: pmodaff@carolstream.org
Authorized Signatory Approval: _____

Authorized Designee: William Cleveland
Authorized Designee Title: Asst. Village Engineer
Authorized Designee Phone: (630) 871-6220
Authorized Designee Email: wcleveland@carolstream.org
Authorized Signatory Approval: _____

PART I
BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
PAVING/CONCRETE/MASONRY	1219	100,000.00	10.00	0.00
Total		\$100,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

PAVING/CONCRETE/MASONRY purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Part II (Scope of Work) hereof, in accordance with the provisions of Part I (Budget) hereof.

Section 1. Public Benefit

The Grantee is a governmental entity serving residents of and visitors to the Village of Carol Stream in DuPage County, Illinois. Grant Funds will be used for costs associated with the construction of a shared-use path on the west side of Kuhn Road that will connect local and regional trail systems.

The path will run from the west side of Kuhn Road from Lies Road to Barbara O'Rahilly Volunteer Park into State-owned property at the northwest corner of Kuhn Road and North Avenue. From there the trail will cross under North Avenue through an existing culvert into Redhawk Park heading southwest along Klein Creek across St. Charles to a connection with the Great Western Trail.

The public will benefit from the increased access to recreational opportunities and improved pedestrian access to schools, churches, and local commercial areas within the Village of Carol Stream.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:
 - (a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.
 - (b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.
 - (c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.
 - (d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 **AUDITS**

- A. Provide Copy of any Audits Performed If the Grantee is required to obtain an audit by entities other than the Department, the Grantee must provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- B. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- C. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
 - Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
 - Confirmation that the Grantee expended grant funds within the grant period;
 - Confirmation that the Grantee adhered to the grant budget (Part I) or, if not variances must be identified;
 - Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;
 - Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
 - Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
 - Confirmation that the amounts reported in the Grantee's Final Financial Status Report are traceable to its general ledger and accounting records.
- D. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- E. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Financial Status Report The Final Financial Status Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. Grants in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is

accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance with all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

**PART IV
TERMS AND CONDITIONS**

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

- B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Part II hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part II.

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Part II Scope of Work.
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work attached as Part II of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Parts I and Part II hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.
- B. Payment Provisions; Prior Incurred Costs

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Part II, Scope of Work, as approved by the Department. If not clearly identified in Part II, Scope of Work, any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

- (1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois Historic Preservation Agency	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
<u> X </u> NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

(3) External Sign-Off Provisions :

- a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.
- b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- c) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

C. Interest on Grant Funds

Notwithstanding Section 4.6 or any other provision in this Agreement, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

- (1) All interest earned must be expended prior to grant funds. All reporting documents should reflect the full expenditure of any interest earned. Any grant funds or earned interest unspent above the total cost of the project as detailed in Parts I and II must be returned as grant funds to the Department as described in Part 5.3 herein; and
- (2) Interest may only be expended for activities which are identified in Parts I and II hereof; and
- (3) All interest earned must be accounted for and reported to the Department in the Grantee Final Financial Status Report described in Section 5.3 herein.

Retained interest must be kept in accordance with Section 4.5 of the Grant Agreement.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 RETURN OF INTEREST ON GRANT FUNDS

This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use; Maintenance; Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Part II; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

James Reed
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
- (2) That its employees, agents and officials are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

- (9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by
- (a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or
 - (b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and
- (10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use Grant Funds only for the purposes set forth in the Budget and Scope of Work, Parts I and II, respectively, of this Agreement;
- (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Financial Status Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Financial Status Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Financial Status Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Part II, Scope of Work, for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Part II, Scope of Work;
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 **TERMINATION; SUSPENSION**

- A. This Agreement may be terminated as follows:
 - (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
 - (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part II (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

- B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

- A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 **MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS**

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Part I Budget without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Part I Budget by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Part I Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
- (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work in Part II, and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 **CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS**

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Part II were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at

least 90% Illinois laborers on the project described in Part II, in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.
- M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO will request social security numbers (SSNs) or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, grants. DCEO also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means,

respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

*Village of Carol Stream***INTER-DEPARTMENTAL MEMO**

TO: Mayor and Board of Trustees

FROM: Caryl Rebholz, Employee Relations Director *CR*

DATE: August 27, 2012

RE: Metropolitan Alliance of Police (MAP) Contract Ratification

On November 16, 2010, the Illinois Labor Relations Board certified the Metropolitan Alliance of Police (MAP) as the exclusive collective bargaining representative for the Carol Stream Police Sergeants. Beginning in early 2011, the Village and MAP began the negotiation process to bargain an initial contract, holding eight meetings, and reaching agreement on a multitude of issues. With the more economically driven issues remaining at impasse, a request for mediation was mutually agreed upon, and began in late September 2011. As a result of all of the above efforts, attached is the initial collective bargaining contract between the Village and the Metropolitan Alliance of Police, Local 537 representing the Carol Stream Police Sergeants. The contract contains the terms and conditions tentatively agreed to during the course of negotiations and mediation. The employees represented by MAP Local 537 voted to ratify this agreement and we have now received the contract signed by the union. Listed below are the key provisions of the contract:

1. Term of Agreement: 3 years beginning May 1, 2011 and expiring on April 30, 2014
2. 3% increase on May 1, 2011.
3. 2% increase on May 1, 2012.
4. 2¼% increase on May 1, 2013.
5. Implementation of a step system.

The extended time period to reach mutual agreement in this contract is not uncommon when bargaining an initial contract. These negotiations were made more difficult by the economic climate of not just the Village of Carol Stream, but the State and National levels as well. This contract involved a significant cooperative effort between the Village and union employees to develop terms and conditions that are both fair and equitable for both sides. Discussions between the Village and the union reflect an earnest effort by both sides to make compromises when necessary and tentative agreements when appropriate. They reflect good faith efforts by both parties to reach a cooperative initial contract which is hopefully further solidified by your approval of this agreement. Therefore; it is recommended to approve the attached contract between the Village of Carol Stream and the Metropolitan Alliance of Police.

Cc: Robert Smith, CBS Lawyers

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CAROL STREAM

AND

METROPOLITAN ALLIANCE OF POLICE, CHAPTER 537

May 1, 2011 Through April 30, 2014

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ARTICLE I PREAMBLE

This collective bargaining agreement is entered into between the Village of Carol Stream, Illinois, an Illinois municipal corporation (hereinafter the "Village" or "Employer") and the Metropolitan Alliance of Police, Chapter 537 (hereinafter referred to as the "Union" or "Chapter"). It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish wages, hours, terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement.

ARTICLE II RECOGNITION

Section A. Recognition. The Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the rank of sergeant employed within the Police Department of Carol Stream. Excluded from the bargaining unit are all peace officers below the rank of sergeant, all peace officers in the rank of lieutenant, Commander, Deputy Chief and Chief, and all civilian employees of the Village of Carol Stream Police Department; confidential, managerial or supervisory employees, or short-term employees as defined by the Illinois Public Labor Relations Act, and all other employees, and all elected officials, of the Village of Carol Stream.

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

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

Section D. Non-Discrimination. It is recognized that in accordance with applicable law, neither the Village nor the Chapter shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, national origin, marital status, political status, disability, sexual orientation, or membership or non-membership in the Chapter. Any alleged violations of this Section, other than alleged discrimination on the basis of Chapter membership, shall be processed through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure contained herein.

Section E. Duty of Fair Representation. The Chapter shall fairly represent all bargaining unit employees regardless of their membership in the Chapter, and shall indemnify the Village for any alleged breach of the duty of fair representation.

Section F. Civil Unions. References in this Agreement to an employee's spouse shall be construed to include the employee's partner in a civil union to the full extent required by state or federal law.

ARTICLE III MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the means and places of operations or services to be conducted by sworn peace officers of the Village;
3. To determine the places, methods, means, number of personnel needed to carry out the department mission;
4. To schedule and assign work;
5. To direct the working forces;
6. To assign overtime;
7. To hire and assign or to transfer employees within the department or other police related functions;
8. To promote, suspend, discipline or discharge for just cause and/or to demote probationary sergeants without cause;
9. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
10. To make, publish and enforce rules and regulations;
11. To introduce new or improved methods, equipment or facilities;
12. To contract out for goods and services;
13. To establish work, productivity and performance standards;
14. To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager, the Acting Village Manager, Police Chief, or Acting Police Chief. It is the sole discretion of the President of the Board of Trustees or Village Manager to

determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes.

15. The President and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereof. This provision shall not affect the obligation to pay full time sergeants as are employed from time to time during the term of the Agreement.

ARTICLE IV HOURS OF WORK

Section A. Purpose of Article. This article is intended to define the normal hours of work per day or per work period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

Section B. Posting of Schedules. Schedules showing the normal shifts, work days, and hours to which patrol sergeants are assigned shall be emailed to each sergeant a minimum of twenty-eight (28) days before going into effect. Shift assignments for sergeants assigned to patrol shall be made by seniority; however seniority may not be the only determinant for shift assignment, as described within Appendix B, and the Police Chief retains the final right to make and alter shift assignments. In the event that the Police Chief or other Village designee believes that a change to work schedule(s) is necessary – and except in emergency situations - the Village shall provide 28 days notice of such change to the Union. Upon request by the either party, the Village and Union shall meet to discuss the Village's proposed changes and to any reasonable alternatives thereto. In the event that the parties do not find a mutually agreeable solution, the Village shall retain the authority to make and alter shift assignments.

Section C. Work Day Defined.

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

2. **Re: 12-Hour Shift.** The work day for Sergeants assigned to a 12 hour shift shall normally consist of 12 consecutive hours of work within a twenty-four (24) hour period, which 12 hour period is interrupted by and includes a forty-five (45) minute meal period (fifteen [15] minutes of which is unpaid), provided an emergency situation doesn't exist which automatically precludes it, and which is preceded by a mandatory fifteen (15) minute paid briefing period. Situations which preclude the sergeant's meal period shall not result in additional compensation. During a 14 day work cycle, such sergeants shall normally work one 8 hour work day or two 10 hour days, or some other combination, so scheduled work hours do not exceed 80 hours in a 14

day cycle, provided such reduction shall be subject to approval by the Sergeant's immediate non-bargaining unit supervisor.

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

4. Special Assignment Pay. In lieu of any other compensation for work performed during the 30 minute period before the start of their shift, or within 20 minutes following the regularly scheduled end of their shift, each sergeant shall receive special assignment pay in the amount of One Hundred Eighty Dollars (\$180) bi-weekly, retroactive to May 1, 2011, which said amount shall increase to Two Hundred Ten Dollars (\$210) effective May 1, 2012, and shall thereafter increase by the amount of any negotiated annual cost of living increase, e.g., 2.25% effective May 1, 2013.

Section D. Work Period Defined. A work schedule or shift shall consist of a twenty-eight (28) day cycle under Section 7K of the Fair Labor Standards Act. For the term of this Agreement, the work period shall consist of fourteen (14) consecutive workdays. Within a twenty-eight (28) day work schedule, there are two (2) work periods consisting of fourteen (14) workdays, the first two (2) weeks and the last two (2) weeks of the schedule.

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

Re: 12-Hour Shift for Patrol Sergeants. Consistent with the work schedule set forth in Appendix B of this Agreement, each patrol sergeant on 12-hour shifts shall normally be scheduled for seven (7) days off during each work period when working the 12 hour day. Such sergeants shall normally not be scheduled to work more than 3 12 hour days in a row without having a minimum of 2 days off scheduled, except when changing platoons, training or other unforeseen circumstances.

Section E. Overtime Defined. Except as otherwise provided in Section C (Special Assignment Pay) of this Article, all work in excess of eighty (80) hours in a 14-day work period shall be considered overtime except time, not contiguous to scheduled work hours, at court or grand jury or at an inquest hearing as stated in Section F. Approved paid time off shall be counted as hours worked for purposes of overtime eligibility. Overtime shall be paid at a rate of time-and-one-half (1-1/2) his/her regular hourly rate of pay for each overtime hour worked.

Call-back emergency overtime will be paid for a minimum of two (2) work hours without regard to any lesser period of time actually worked. Work time compensated shall begin at the time the employee reaches the place of employment and shall terminate when the sergeant is released from his/her duties. Other emergency overtime compensation will be paid in one-half

(1/2) hour work increments. In order to facilitate notification for emergency over-time call-back duty, each sergeant shall provide the Village with an email address, text message address or other mutually agreeable electronic means by which the sergeant can be reached.

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

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

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

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

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

Section I. Effect of Failure to Report. Failure to report for overtime work, when directed by a responsible supervisor acting within established policy, is grounds for disciplinary action.

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

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

ARTICLE V LAYOFFS

Section A. Layoffs. In the event the Village exercises its right to layoff, the Village will comply with the provisions of Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18, et. seq., as amended.

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

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

ARTICLE VI SENIORITY

Seniority in the department shall be governed by the provisions of the Fire and Police Commission Act (Illinois Compiled Statutes, 65 ILCS 5/10-2.1-1 et seq.) and defined as length of service with the Carol Stream Police Department (subject to current Village policy, if any, concerning benefit accrual for length of service with the Village). In the case of ties, seniority shall be determined by placement on the Fire and Police Commission hiring list. The Village shall post annually a seniority list, which shall stand approved as posted unless grieved within the time limits set forth in the grievance procedure. Except as otherwise required by law, seniority for all other purposes shall be based upon a sergeant's initial date of promotion to said rank. (*E.g.*, when bidding for shifts or scheduling vacation, seniority in rank shall be considered.)

In the event that a sergeant is promoted to the appointed position of Commander and later demoted to the rank of sergeant, his time as a Commander shall be treated as time of service in rank as a sergeant for the purposes of contractual seniority.

ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

Section A. Designated Holidays. The legal holidays in the Village of Carol Stream shall be New Year's Day, George Washington's Birthday as observed, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas.

Section B. Holiday Pay.

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

(a) In addition, the sergeant may also elect to:

- (1) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
- (2) Accrue eight (8) hours of holiday time provided that the sergeant at the time of the holiday has 64 or less hours of holiday time available for use.

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

- (a) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
- (b) Accrue eight (8) hours of holiday time, if the sergeant at the time of the holiday has 64 or less hours of holiday time available for use.

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

4. As used in this section, a holiday shall be measured by the length of the sergeant's actual scheduled workday under Article IV, above, whether eight (8) hours or twelve (12) hours, as applicable. Sergeants whose regularly scheduled shift both (i) starts at or after 1700 on December 31, and (ii) ends at or before 1800 hours on January 1, shall be deemed to be working on New Year's Day for purposes of this section.

Section C. Personal Leave Accrual and Use. Personal leave is allowed for all sergeants of the Village. Personal leave shall be accrued at the rate of twenty-four (24) hours personal leave per calendar year for bargaining unit members. Personal leave shall be used in increments consistent with the actual length of the sergeant's scheduled workday.

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

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

ARTICLE VIII VACATIONS

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

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

Section B. Vacation Benefits upon Termination of Employment. When a sergeant's service with the Village is terminated, he/she shall give the Village at least ten (10) working days' notice or compensation, or unused vacation leave may be denied.

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

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

Earned but unused vacation may be carried over from one year to the next, up to a maximum of two (2) times the sergeant's annual vacation accrual. Those sergeants in excess of the amount allowed will cease to accrue vacation time until such time as the sergeant has fallen below the maximum allowable amount.

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

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

Section G. Vacation Scheduling. Vacation scheduling will be done in accordance with the Police Department Policy No. 150, as amended and in effect on the date of execution of this Agreement, provided that after the initial vacation selection process, if similarly-situated

sergeants request the same time off for vacation, the senior sergeant's request shall be given priority consideration.

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

ARTICLE IX SICK LEAVE

Section A. Sick Leave Accrual. Sick leave shall be earned, effective from the first day of employment at the rate of eight (8) hours for each month worked.

Section B. Sick Leave Accumulation. During the term of this Agreement, sick leave with pay may be accumulated. As a retirement bonus, one half of accumulated sick leave over nine hundred twelve (912) hours shall be awarded to the retiring employee in the form of vacation pay. The sergeant shall receive said amount in the form of either pay or vacation with pay, whichever the sergeant shall elect. The Village shall keep complete records of the total amount of sick leave accrued and used by the sergeant.

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

1. A sergeant's illness or injury of an incapacitating nature sufficient to justify absence from work.
2. If approved by the Chief of Police, an sergeant's medical or dental appointment which cannot be scheduled outside of working hours.
3. Absence required by serious illness or disability of a member of the sergeant's family. The family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, nearest blood relative or any relative (including in-laws) who is a permanent resident of the sergeant's household, including any relationship arising through adoption; provided that the time off is taken in caring for this individual. Such use of sick leave will be allowed for up to a maximum of fifteen (15) days if the sergeant's presence is required because another, unpaid, person is unavailable. It is understood that the employee bears the burden of providing justification for his/her absence. Approval for such absences shall not be arbitrarily or capriciously withheld.

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

the doctor as to the sergeant's physical or mental ability to return to normal duties at the sergeant's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period.

Section E. Family and Medical Leave. The Village agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 as provided in the Act, as amended, and the applicable rules and regulations issued thereunder.

Section F. Personal Leave Incentive. As an incentive for employees, encouraging minimal use of sick leave, additional hours of personal leave may be earned in each four-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 all of the following criteria:

- The employee must be classified as regular and full time.
- The employee 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. These personal hours may be used within one year following their accrual.

ARTICLE X BEREAVEMENT LEAVE

The Chief of Police may authorize a sergeant to be absent with compensation for a period of up to forty (40) work hours due to the death of a member of the sergeant's immediate family. The immediate family shall be construed to mean one of the following: Husband, wife, daughter, son, mother, father, stepfather, stepmother, sister, brother, next of kin, the spouses of any of these, any "in-law" relationship of the above, including relationships arising from adoption. An employee shall be granted one (1) day, as measured by the sergeant's actual scheduled workday, with pay for death of "other close family members." "Other close family members" shall include the sergeant's grandparents, grandchildren, uncles, aunts. In the case of grandchildren, up to two (2) additional days may be granted at the discretion of the Police Chief with the approval of the Village Manager. Time off for attending funerals of a non-family member shall be charged to vacation leave. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Bereavement leave shall be taken within thirty (30) calendar days from date of death.

ARTICLE XI UNIFORMS

Section A. Uniforms Required. The Village provides all sergeants with uniform items as set out below. The Village reserves the right to determine the style, color, make and model of the uniform items. Should the Village change the style, color, make or model of the uniform items, then the Village shall provide these new uniform items to the current employees.

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

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

Section C. Replacement of Village Property. The Village shall replace all uniform items (except items purchased under Section E below) damaged in the line of duty or rendered unserviceable by normal wear and tear. Body armor will be reconditioned or replaced on an "as needed" basis in accordance with the manufacturer's recommendations. Sergeants shall have the opportunity and may be required to coordinate inspection activities with the vendor to ensure timely and proper replacement of body armor.

Section D. Sergeants' Duty to Maintain Village Property. All sergeants shall be required to maintain in a neat and serviceable condition all uniform items. Sergeants may be required to replace any uniform item at the sergeant's own expense if the item is damaged or lost as a result of his/her failing to properly use, care for or keep up such property. Sergeants recognize that special care must be taken to prevent the loss of their Village-issued police badges (stars) and hat shields, and agree to fully reimburse the Village if a badge or hat shield is misplaced, lost or stolen. Sergeants replacing any uniform item at their own expense, including badges and hat shields, shall not be subject to discipline provided that no criminal act was involved.

Section E. Special Ops Sergeant's Allowance. Sergeants assigned to Special Ops duties shall be reimbursed annually for approved non-uniform clothing items as follows:

<u>Full- Year</u>	<u>Part- Year</u>
\$600	pro-rated % of \$600

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

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

ARTICLE XII GROUP INSURANCE

Section A. Life Insurance.

1. During the term of this Agreement, the Village of Carol Stream shall provide to each full time sergeant who is scheduled to work an average of 40 hours per week, a paid group term life insurance policy with accidental death and dismemberment coverage, with a benefit amount equal to the sergeant's salary at the time of death.

2. The Village reserves the right to provide this life insurance through a singly or jointly self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village.

3. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the cost of the insurance program provided there under, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the Village nor the Chapter shall themselves be obligated to pay any insurance benefits provided for in this Article directly to sergeants or their dependents or beneficiaries.

4. Failure of the insurance company to pay a claim is not subject to challenge under the grievance procedure, but rather is to be considered a private contractual dispute between the insurance company and the sergeant.

Section B. Health Insurance.

1. Health Insurance. The Village maintains a group medical, major medical, hospital, and dental insurance program for all full-time, non-temporary employees of the Village including sergeants who are scheduled to work an average of 40 hours per week. It is not compulsory for an employee to join the program, however, all eligible employees who wish health insurance coverage shall participate as follows, depending upon their dates of hire:

- (a) Employees hired prior to May 1, 1993 - who choose family coverage will pay 20% of the dependent portion of the group major medical and hospital insurance premiums. Single coverage payments will be fully paid for by the Village.
- (b) Employees hired on or after May 1, 1993 - who wish to participate shall contribute 20% of group major medical and hospital insurance premiums.
- (c) Employees hired on or after May 1, 2004 will only be eligible to participate in the Village's Health Maintenance Organization ("HMO") Option.

The Health Insurance opt out program offered by the Village to non-represented Village employees will be offered to bargaining unit employees during the term of this Agreement, effective with the first month following execution of this Agreement.

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

3. Plan Information. Further detailed information is contained in the plan booklets which are given to each employee. Necessary forms for filing claims can be obtained from the Employee Relations Department.

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

5. Choice of Providers. The benefits provided for herein shall be provided through a singly or jointly self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Village. "Insurance companies" include regular line insurance companies and non-profit organizations providing hospital, surgical, medical, or dental benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Village and the insurance company. Upon renewal of the current insurance plan, sergeants and their dependents shall be entitled the same terms and benefits as are provided to all other Village employees. The Village retains the right to adjust benefit levels as long as they remain substantially similar.

6. Coordination of Benefits. In the event any employee or dependent is entitled to benefits under any employee insurance plan or the Village's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other group plan shall not exceed the necessary, reasonable, and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other group plan contains a provision for non-duplication of benefits, the group or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the group plan or program insuring the parent whose birthday occurs first in the calendar year will be considered primary, unless otherwise required by law.

7. Coverage Disputes. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Village or to the Chapter, nor shall such failure be considered a breach by the Village or Chapter of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Village, Chapter, sergeant, or

beneficiary or any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits there under.

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

9. Section 125. Sergeants will be permitted to continue to participate in the Village's Section 125 benefit plan.

ARTICLE XIII EDUCATIONAL REIMBURSEMENT

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

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

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

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

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

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

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

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

Employees who do not remain in active service with the Village for at least four (4) years of completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

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

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

Notes:

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

ARTICLE XIV TRAINING REIMBURSEMENT

Section A. Reimbursement Upon Resignation. Employees who resign from employment with the Village shall be required to repay the Village for all costs related to training, including staff and command or similar supervisory training, as follows:

1. 0 thru 2 years from the date of such training = one hundred percent (100%) for all voluntary training including staff and command or similar supervisory training.
2. 2 years, 1 day thru 3 years from the date of such training = one hundred percent (100%) for all voluntary training including staff and command or similar supervisory training minus one-twelfth (1/12th) the cost thereof for each calendar month of service after two (2) years.

3. Provided, however, employees who resign within eighteen (18) months of completion of any voluntary training shall be required to repay one hundred percent (100%) of costs incurred by the Village for such training irrespective of length of service. The definition of costs herein are exclusive of salaries and money reimbursed to the Village by any outside non-Village source.

ARTICLE XV WAGES

Wages. During the term of this Agreement, each sergeant in the bargaining unit shall be paid according to the following wage schedule:

	3% 5/1/11	2% 5/1/12	2¼ % 5/1/13
Start	83,725	85,400	87,321
After 2 Years	88,330	90,097	92,124
After 4 Years	93,187	95,051	97,190
After 6 Years	98,365	100,332	102,589

Step movement shall occur on the anniversary date of the employee's promotion to the rank of sergeant. The above wage schedule shall be retroactive to the dates indicated for all hours worked or paid.

ARTICLE XVI LABOR MANAGEMENT CONFERENCES

The Chapter and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Chapter representatives and responsible administrative representatives of the Village. Accordingly, the parties agree that such meetings will be held to discuss matters of mutual concern when mutually agreed upon and at such times as are mutually agreed upon. Although up to three sergeants may attend such meetings, only one on duty sergeant may attend such meetings on paid status.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure, except that such meetings may be used to avoid potential conflicts, which could result in a grievance being filed. Negotiations for the purpose of altering any or all of the terms of this Agreement shall not be carried on at such meetings.

ARTICLE XVII NO STRIKE

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

obligations under this Agreement and direct them to return to work. The Village shall not lock out employees in violation of Section 14(m) of the Illinois Public Labor Relations Act, Illinois Compiled Statutes, 5 ILCS 315/14.

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

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

Section D. Village's Right to Discipline. The Chapter agrees that the Village has the right to deal with any such work interruption activity by imposing discipline, including discharge or suspension without pay on any, some or all of the sergeants participating therein, and/or any, some, or all of the leaders of the Chapter who so participate, as the Village may choose.

Section E. Right to Judicial Relief. Nothing contained herein shall preclude either party from obtaining judicial restraint, damages and cost from any source resulting from violations of this Article.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section A. Definition and Steps. A grievance is any dispute or difference of opinion between the Village and the Chapter or an employee with respect to the meaning, interpretation or application of the provisions of this Agreement, except for those management rights not modified or limited by the terms of this Agreement, and matters which fall within the jurisdiction of the Fire and Police Commission are not challengeable as a grievance. It is mutually agreed that all grievances shall be processed in accordance with the following steps:

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

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

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

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

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

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

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

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

Section E. Arbitration Procedure. Within seven (7) calendar days of receipt of the Village Manager's decision, the Chapter must file a notice of arbitration with the Village Manager's Office.

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

The arbitrator shall be notified of his selection and shall be requested to set a time for the hearing subject to the availability of Chapter and Village representatives. The Village shall select the location for the hearing, which shall be within the Village limits. The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter shall retain the right to employ legal counsel.

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

The award of the arbitrator shall be final and binding on all parties, as provided in Article XVI, Section E. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by the parties.

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

ARTICLE XIX DISCIPLINE

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

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

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

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

Board of Fire and Police Commissioners, once it is submitted in writing and signed by the sergeant and the Chapter, shall be final and may not be changed except to withdraw the grievance.

Notwithstanding any other provision of this Agreement, in the case of a disciplinary grievance taken to arbitration over suspensions of five (5) days or less, the non-prevailing party shall pay the entire cost of the arbitrator's fees and expenses and the cost of the original written transcript, if any. The term "non-prevailing party" means the Union if the grievance is denied and the Village if the grievance is upheld in its entirety. If the grievance is upheld in part, such as by reduction of the disciplinary penalty, neither party shall be considered to be the non-prevailing party. In all cases, all other costs shall be paid by the party which incurs such costs.

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

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

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

ARTICLE XX DRUG & ALCOHOL TESTING

Drug-Alcohol Testing. The Village reserves the right to order random and reasonable suspicion blood and/or alcohol testing. In the event that the Village orders any suspicionless drug and/or alcohol test, the Village shall test all sergeants present and working such occasion. Any drug or alcohol testing of individual Sergeants shall be based on reasonable suspicion, or may be required following a work related accident or injury involving the sergeant.

ARTICLE XXI ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the full and complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and, except as expressly provided elsewhere in this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement. The Chapter specifically waives any right to impact or effects bargaining during the term of this Agreement.

ARTICLE XXII SAVINGS CLAUSE

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

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

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

ARTICLE XXIII DUES DEDUCTION AND INDEMNIFICATION

Section A. Dues Deductions. The Village agrees to deduct, once each month, dues in the amount certified to be current by the secretary-treasurer of the Chapter from the pay of those employees who individually request in writing that such deduction be made. This authorization shall remain in effect until terminated in writing by the employee(s) or expiration of this Agreement, whichever occurs first.

Section B. Fair Share Fees. During the term of this Agreement, any bargaining unit sergeant who is not a member of the Chapter shall be required to pay a fair share (as determined by the Chapter) of the cost of the collective bargaining process, contract administration in pursuit of matters affecting wages, hours, fringe benefits and other terms and conditions of employment, but said fair share shall not exceed the amount of dues uniformly required of members.

With respect to any sergeant in whose behalf the Village has not received a written authorization as provided for above, the Village shall deduct from the wages of the sergeant, the

fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Chapter within fifteen (15) days of the date the wage deduction is made, subject to the following:

1. The Chapter has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty (30) days;
2. The Chapter has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Chapter of his obligation pursuant to this Article and of the manner in which the Chapter has calculated the fair share fees;
3. The Chapter has certified to the Village that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator paid for by the Chapter, assigned by the sergeant and the Chapter for the purpose of determining and resolving any objections the sergeant may have to the fair share fee. The Chapter agrees to comply with the requirements laid down by the U.S. Supreme Court in *Hudson, 106 U.S. 1066 (1986)*. The Chapter agrees to give the Village not less than thirty (30) days notice of any change in either dues or fair share contributions, which are subject to wage deductions. The Chapter, as the exclusive representative, shall represent all bargaining unit employees fairly and equally.

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

ARTICLE XXIV RESIDENCY

SECTION A. A sworn sergeant of the Police Department shall possess qualifications as are required by statute and shall, in addition, be citizens of the United States. Sworn sergeants shall reside within a 25-mile radius of the intersection of North Avenue and Gary Avenue. The Village Manager, upon recommendation of the Chief of Police, may grant a temporary fixed-term exemption of the residency requirement upon a sworn police officer's petition claiming exigent circumstances preventing residency compliance.

SECTION B. Any sergeant who, without exemption by the Village, fails to meet or comply with the residency requirements established in this article shall be subject to discipline, including suspension or discharge.

ARTICLE XXV SOLCITATION

While the Village acknowledges that bargaining unit employees may conduct solicitation of Carol Stream merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Carol Stream Police Department or the Village of Carol Stream.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Carol Stream Police Department" in their name or describe themselves as the "Village of Carol Stream." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Article XXV does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVI TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2014. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

Negotiations over such subjects shall commence within thirty (30) calendar days of receipt of the demand, unless otherwise mutually agreed.

This Agreement shall remain in full force and effect pending the completion of any reopener negotiations or impasse resolution proceedings.



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bolingbrook, IL 60440

Phone: 630/759-4925 • Fax: 630/759-1902

E-mail: mapunion@msn.com • www.mapunion.org

CHECK OFF DUES AUTHORIZATION

BOARD OF DIRECTORS

Joseph M. Andalina

President

Keith George

Vice President

Treasurer

Richard Tracy

Secretary

Ramond Violetto

Director

John Holiday

Director

John Ward

Director

CHIEF COUNSEL

Joseph Mazzone

CO-COUNSEL

Richard Reimer

Steven Calcaterra

GENERAL COUNSEL

Ronald Cicinelli

Keith Karlson

Chris Potthoff

Jerry Marzullo

Jeffrey A. Goodloe

Jeffery Ortinau

Anthony A. Polse

Raymond Garza

CHAPLAIN

Deacon Thomas Ross

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #537 hereby authorize and direct my employer, the Village of Carol Stream, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$ TBD, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subjected to the fair share arrangements set forth in the collective bargaining agreement. Fair share dues are set at the same amount as regular monthly dues and I understand that if I am fair share, I am not eligible for the free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____ DOB: _____

Address: _____ City/State/Zip _____

Phone: _____ E-mail: _____

APPENDIX B

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

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

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

<u>Day Shift</u>	<u>Shift hours 0600-1800</u> 2 positions (A and B Platoons)
<u>Night Shift</u>	<u>Shift hours 1800-0600</u> 2 positions (A and B Platoons)

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

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

VILLAGE OF CAROL STREAM

By: _____

ATTEST:

Village Clerk

**METROPOLITAN ALLIANCE OF
POLICE, CHAPTER 537**

By: SGT. B.R. Pece #61

Chapter President

Metropolitan Alliance of Police,
Carol Stream Sergeants, Chapter 573

Joseph Andalina
President, Metropolitan Alliance of Police

SIDE LETTER

This is a Side Letter to the 2011-2014 collective bargaining agreement (Agreement) between the Village of Carol Stream, Illinois (Village) and the Metropolitan Alliance of Police, Chapter 537 (Chapter). The parties hereby agree as follows:

1. When and if the labor organization representing the patrol officers employed by the Village agrees to a modification of the benefit described in Article IX, Section F (Personal Leave Incentives) of the Agreement, said change shall become effective for the sergeants at the same time, and any such change shall supersede and replace the existing provisions of Article IX, Section F.
2. This Side Letter shall remain in effect for the duration of the aforesaid collective bargaining agreement.

AGREED:

VILLAGE OF CAROL STREAM

**METROPOLITAN ALLIANCE OF
POLICE, CHAPTER 537**

By: _____

By: SGT. B. R. Pece #61

Date: _____

Date: 8/23/12

ATTEST:

Village Clerk

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

VILLAGE OF CAROL STREAM

**METROPOLITAN ALLIANCE OF
POLICE, CHAPTER 537**

By: _____

By: SGT. B. R. Pece #61

ATTEST:

Chapter President
Metropolitan Alliance of Police,
Carol Stream Sergeants, Chapter 573

Village Clerk

Joseph Andalina
Joseph Andalina
President, Metropolitan Alliance of Police

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this __ day
of _____, ____.

VILLAGE OF CAROL STREAM

**METROPOLITAN ALLIANCE OF
POLICE, CHAPTER 537**

By: _____

By: SGT. B.R. Pece #61

ATTEST:

Chapter President
Metropolitan Alliance of Police,
Carol Stream Sergeants, Chapter 573

Village Clerk

Joseph Andalina
Joseph Andalina
President, Metropolitan Alliance of Police

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

VILLAGE OF CAROL STREAM

By: _____


ATTEST:

Village Clerk

**METROPOLITAN ALLIANCE OF
POLICE, CHAPTER 537**

By: SGT. B.R. Pace #61

Chapter President
Metropolitan Alliance of Police,
Carol Stream Sergeants, Chapter 573




Joseph Andalina
President, Metropolitan Alliance of Police

AGENDA ITEM

G-4 9-4-12

VILLAGE OF CAROL STREAM INTER-DEPARTMENTAL MEMO

TO: Mayor & Board of Trustees

FROM: Caryl Rebholz, Employee Relations Director 

DATE: August 31, 2012

RE: **Police Commander Equity Adjustment**

In 2000, as part of the Village Compensation Plan, the Village Board approved setting the minimum salary of Police Lieutenant based on the maximum salary of Police Sergeant due to internal equity issues¹. More specifically, the minimum salary for the position of Police Lieutenant was set at 10% above the maximum salary of Police Sergeant. This range differential was established based on both the increased responsibility as well as the loss of compensation for hours worked over 40 (ie: overtime) when moving from Sergeant to Lieutenant.

With the elimination of the Lieutenants' position coupled with the economic downturn, the range differential between Police Sergeants and the next highest position (now Police Commander) became a non-issue. Non-union positions did not see an increase for multiple years, and promotional candidates were simply moved to the minimum of the next grade's salary.

Given the unionization of the Police Sergeants, and their settlement providing increases to base compensation in both 2011 and 2012, equity issues are again at hand. With Sergeants continuing to be eligible for overtime compensation, while the Commanders are not, it would not be uncommon for a Police Sergeant to earn more on an annual basis than higher ranking Commanders. This creates a situation that at present seems unfair, but could in essence dissuade future internal applicants from seeking promotions to any position above Sergeant.

To alleviate this circumstance in the short-term, it is recommended to apply the original 10% wage differential to that of the minimum salary for the position of Police Commander. *See chart below:*

	Sergeant Max	Commander Min	% Difference
5/1/10	\$95,510	\$105,061	10%
5/1/12 (At Present)	\$100,332	\$105,061	4.7%
5/1/12 (Recommended)	\$100,332	\$110,365	10%

¹ At that time, the equity issues stemmed from having positions immediately preceding the supervisory positions within the Police Department on a step system (reaching maximum within 6 years), while the supervisory positions were on a merit system and not advancing at the same pace. As a result, newly promoted supervisors could come in making more money than a supervisor promoted two years earlier.

Given the allowance for retro-activity under the Police Sergeants' contract, it is also recommended that this differential be applied as of 5/1/12². The cost impact of this recommendation, based on the incumbent Commanders' current salaries would be a total of \$6459.00 for FY13.

Moving forward, a thorough analysis of compression issues for all non-union positions, with particular emphasis within the Police supervisory ranks, will be provided in this year's compensation plan, with more permanent recommendations provided as appropriate.

Please feel free to contact me at ext. 6241 with any questions.

² Police Commanders did receive the benefit of lump sum payments in lieu of base increases during this time period, therefore retro-activity to 5/1/11 to mirror the Police Sergeant contract is not recommended.

**AN ORDINANCE APPROVING
AN ANNEXATION AGREEMENT AND PLAT OF EASEMENT
(PATEL PROPERTY - 28W260 TRIESTE LANE)**

WHEREAS, Thakor and Nirmala Patel are the owners (hereafter referred to as "Owners") of approximately 0.92 acres of real property located in unincorporated Du Page County, Illinois, that is legally described in Exhibit A within the Annexation Agreement attached hereto; and

WHEREAS, the Property is not currently contiguous to the Village but is anticipated to be contiguous at a future date, and none of the property is presently within the corporate limits of any other municipality; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed Annexation Agreement, in substance and in form the same as this agreement, except as modified as authorized by Section 11-15.1-3 of said Municipal Code, was submitted to the Village for public hearing and a public hearing was held thereon by the Corporate Authorities pursuant to notice duly published in a newspaper of general circulation, as provided by law; and

WHEREAS, the corporate authorities of the Village have considered the annexation of the Property; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to said annexation, and to other related matters, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in the Annexation Agreement attached hereto; and

WHEREAS, the Mayor and Board of Trustees of the Village find that the annexation of the property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village and will otherwise promote the proper growth and general welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:

Section 1:

The Annexation Agreement between the Village of Carol Stream and the Owners, as attached hereto, is hereby approved.

Section 2:

The Mayor and Village Clerk are authorized and directed to execute the attached Annexation Agreement on behalf of the Village of Carol Stream, Illinois.

ORDINANCE NO. _____

Page 2 of 2

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2012

AYES: _____

NAYS: _____

ABSENT: _____

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Beth Melody, Village Clerk

**ANNEXATION AGREEMENT
SOUTHWEST WATER MAIN EXTENSION PROJECT AREA
(28W260 TRIESTE LANE)**

This Agreement made and entered into this ____ day of _____, 2012, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and Thakor and Nirmala Patel (hereinafter referred to as the "Owners").

WITNESSETH:

WHEREAS, the Owners are the Owners of record of certain real estate, legally described in Exhibit A attached hereto and made a part of this Agreement, which property is located in DuPage County, Illinois (hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, and may be now or will, within a period of twenty (20) years, be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq.; and

WHEREAS, the Village Board has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated herein by reference.

2. The Owners, within thirty (30) days after a written notice from the Village indicating that the Property is now contiguous to the Village, shall submit to the Village an executed Petition for Annexation and plat of annexation in the form provided by law. The Owners shall pay all fees associated with the annexation including publication fees and recording fees.

3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant

running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of the execution of this Agreement. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. The Property may not be annexed to any City or Village other than the Village of Carol Stream during the term of this Agreement.

4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation, the new Owner or Owners shall submit to the Village a properly executed acknowledgement and acceptance of this Agreement within thirty (30) days of acquiring such interest which shall also notify the Village of the identity of the new Owner and the new Owner's address and telephone number. It shall be the responsibility of the new Owner or Owners to see to the submission of these items. Provided, however, the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.

5. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.

6. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village either on its own or with any other properties may, at any time prior to expiration of this Agreement, annex the Property. The Owners, or their successors in interest, shall assist the Village and take all actions or steps necessary, including, but not limited to, preparing and executing new petitions for annexation, waivers and plats to accomplish said annexation. The Owners shall, at the expense of the Village, within fourteen (14) days after receiving a written request from the Village, join in any court proceeding (represented by an attorney experienced in such matters chosen by the Village) which can result in the annexation of the Property, either by itself or along with other property, to the Village. Upon annexation, the Property shall become subject to all applicable ordinances of the Village, except as may be otherwise provided in this Agreement.

7. Prior to annexation of the Property, the Owners shall be allowed to connect to the municipal water or sewer system. After annexation of the Property, the Owners shall connect to the municipal water or sewer system as required by the

ordinances of the Village of Carol Stream. The Owners shall be responsible to construct, at their sole cost and expense, the private service lines necessary to connect to the municipal water or sewer system. Prior to connection, the Owners shall, at their own cost and expense: a) disconnect the current water service from any existing well and eliminate any cross connections; b) discontinue use of any existing well as a potable water supply; and c) execute an Application and Consent to Rules - Carol Stream Water Service User, Exhibit B attached hereto. The Owners shall be allowed to use the existing well solely for the non-potable purpose of landscape watering and shall be prohibited from the use of any well for potable purposes. In the event that the well is determined to be contaminated, is found to be used for potable purposes, or is determined to be cross connected with the Village's water system, the Owners shall be required to abandon and cap the well in accordance with applicable law. The Owners shall abide by the same ordinances, laws, rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village. The Owners shall pay regular Village connection charges and tap-on fees. Until the Property is annexed to the Village, the Owners shall pay 150% of the customer charges applicable to users within the Village.

8. Prior to annexation of the Property, except as provided in Section 9 herein, all construction, reconstruction and repairs, including but not limited to electrical, plumbing, heating and air conditioning, sanitation systems, building safety and fire prevention, shall be conducted in accordance with the applicable laws and ordinances of the County of DuPage, including the County's bulk zoning ordinances.

9. The Owners acknowledge and affirm that the Property is currently used, and in the future shall be used, for single family residential purposes only. Prior to annexation of the Property, all construction, reconstruction, repairs, development or improvements that: a) are of non-residential accessory structures or uses, b) constitute a change in use from single-family residential, or c) would require subdivision or planned unit development approval pursuant to the ordinances of the Village, shall be conducted in accordance with the applicable laws and ordinances of the Village of Carol Stream and shall be subject to Village approval.

10. Upon annexation, the property will be zoned R-1 One-Family Residence District, and all construction, reconstruction, repair, development, redevelopment or

improvement, of whatever type or nature, shall be subject to the applicable laws and ordinances of the Village.

11. The Parties may seek to enforce the terms of this Agreement through a suit seeking specific performance, damages, injunction and costs of enforcing the agreement, including attorneys' and expert witnesses' fees. The parties intend that the standard, which a court would use under such circumstances, shall be the same standard which would be used if the Property were within the Village.

12. Upon payment to the Village of an annexation hearing fee of \$320 by the Owners, the Village shall schedule a public hearing before the Village Board for consideration of an ordinance to approve this Agreement. With the approval of the Village Board, the Village Clerk shall record the Agreement ordinance with the DuPage County Recorder. No permits for connection of the Property to Village utilities will be granted until the Agreement has been approved by the Village Board.

13. Upon annexation, the Owners shall pay the annexation fees to the Village as are then set forth within the Village ordinances, less the annexation hearing fee specified in Section 12. These shall be the only annexation fees payable.

14. Where land annexed to the Village is not annexed to any fire protection district or park district, the Owners shall promptly, upon annexation to the Village, petition for annexation to the Carol Stream Park District and the Carol Stream Fire Protection District.

15. In addition to any other power residing in the Village to enforce the terms and conditions of this Agreement, such as a suit for damages or specific performance, the Village may cut off utility services provided by the Village to the Property for failure of the Owner or Owners to comply with the provisions of Sections 2 and 6.

16. The Parties or their successors or assigns, may, in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance, but they may not seek monetary damages.

17. This Agreement may only be amended by written instruments signed by both parties, and after the procedures required by law or ordinance to cause the amendment of an annexation agreement.

18. The term of this Agreement shall be twenty (20) years from the date of execution hereof. And, if permitted by law, within one (1) year before or after the

expiration of the initial twenty (20) year term, the Village may, at its option, extend the term of this Agreement for an additional twenty (20) years if the property has not been annexed by the Village.

19. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole other than the part so declared invalid. The parties shall then negotiate in good faith to seek to reestablish the powers and duties found to be invalid. The Owners or the Village shall be obligated to execute any document or take any additional action which may be required to correct any defect which has resulted or could result in the invalidation of this Agreement in whole or in part.

20. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

21. The undersigned Owners warrant that they constitute all Owners of the Property and that they have full authority and power to sign the Agreement and any petitions submitted hereunder and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNERS

VILLAGE OF CAROL STREAM

By: _____

By: _____

(print name)

(print name)

By: _____

Attest: _____

(print name)

Village Clerk

Subscribed and sworn to before me this

_____ Day of _____, 2012

Notary Public

EXHIBIT A

Lot 4 in Trieste Lane Subdivision, being a subdivision of the southwest quarter of the southeast quarter of Section 26, Township 40 North, Range 9, east of the Third Principal Meridian, according to the plat thereof recorded on June 27, 1990, as Document No. R90-079216 in DuPage County, Illinois.

P.I.N. 01-26-403-028

EXHIBIT B

APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER

The Applicants certify that they are the owners ("Owners") of the Property with the common street address of: 28W260 Trieste Lane, West Chicago, IL 60185. This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

The Owners hereby consent and acknowledge that in their use of the potable water service of the Village they will fully comply with all such rules, regulations and statutes ("Rules") and that they will do so whether the Property at which they receive water is located within or outside of the corporate boundaries of the Village of Carol Stream. If the Property is located outside of the boundaries of the Village, the Owners consent to the jurisdiction by the Village of the exercise of its ordinances regulating the potable water system, including civil or quasi-criminal penalties, as if the Property were contained within the corporate boundaries of the Village. The Owners will not raise any lack of jurisdiction as counter-claim, affirmative defense or as a motion to dismiss, to any claim, demand or suit, but may defend against any such action by the Village in the same way as if the Property were located within the corporate boundaries of the Village.

The Owners consent to the shut-off of potable water service by the Village in the event that the Owners fail to: (1) Properly connect to the Village's system; (2) Report water leaks or any contamination; (3) Except for any water well allowed by the Village to be used for non-potable purposes, seal any water well on the Property within sixty (60) days after the connection of municipal water and not to install another well while Village water service is provided and furnish the Village with written evidence that the well has been sealed and no new wells put into service; (4) Abide by all of the rules and regulations applicable to a residential water user including but not limited to restrictions on water usage; (5) Promptly pay the water bills.

Subject to Village approval, the Owners may be allowed to keep and maintain an existing water well only in accordance with the following terms and conditions:

1. The water service connection and the well system plumbing must meet the requirements of the current edition of the Illinois Plumbing Code.
2. The private well must be used strictly for irrigation of lawn and landscaping.
3. The installation must be approved by the Village's building official as providing positive separation between the public water supply system and the private well system.
4. The property owner must consent to inspections by the Village of Carol Stream at reasonable hours for the purpose of ensuring that positive separation exists between the public water supply system and the private well system.
5. The well must comply with the requirements of the DuPage County Health Department.
6. A notice of supplemental well must be recorded on the property title in accordance with the requirements of the DuPage County Health Department.
7. The well must be inspected and sampled at the owners' expense by the DuPage County Health Department.
8. The well must be tested annually at the owners' expense, and the results provided to the Village within seven working days.

9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
11. At such time as the property becomes contiguous to the Village of Carol Stream and is annexed to the Village, the well must be taken out of service and capped in accordance with the requirements of DuPage County.

In promulgating Rules and notifying the Owners of the existence of such Rules, the Village shall only be required to take such actions as it takes with regard to other residential water users of the Village's system.

The Owners may require, from time-to-time, in writing, a list of the Rules of the Village applicable to their use of potable water and payment for such water. It shall be the obligation of the Owners to make any subsequent Owners of the Property aware of the Application and Consent herein granted. The Village shall accept this Application and Consent by initially providing potable water to the Property. The Owners shall procure the signature of all Owners of the Property at the time of the execution of this document, but the failure to do so shall not release or waive the obligations of those parties that do execute this Application and Consent form for which they shall be jointly and severally liable for the obligations provided for herein both financial and with regard to the Rule.

Dated: _____

OWNERS:

AGENDA ITEM

I-1 9-4-12

RESOLUTION NO. _____

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

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 there is hereby appropriated the sum of \$117,000.00 of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2012 to December 31, 2012.

SECTION 2: That only those streets highways and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax Funds during the period as specified above.

SECTION 3: That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on the forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account for this period.

SECTION 4: That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation at Schaumburg, Illinois.

PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor


ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: August 28, 2012

RE: Resolution for Maintenance of Streets and Highways by Municipality
Under the Illinois Highway Code - 2012 Crackfill Project

Attached in IDOT format is the referenced resolution for the 2012 Crackfill Project and Municipal Estimate of Maintenance Costs in the amount of \$117,000. This project is funded with Motor Fuel Tax dollars and therefore needs to be reviewed and approved by the Illinois Department of Transportation prior to bidding and award of contract.

It should be noted that since we have reduced the size of the flexible pavement project in prior years due to budgetary constraints, additional pavements are beginning to show higher levels of distress and cracking. This has resulted in more roads with a greater number of cracks. We will seal some of the pavements next year to cover the crackfill material, but not all pavements will receive rejuvenator.

The cost estimate for this project is \$117,000, which is within the budget of \$117,000. Staff is recommending we proceed with bidding this project.

Attachments

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



BE IT RESOLVED, by the Mayor and Board of Trustees of the
(Council or President and Board of Trustees)
Village of Carol Stream, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$117,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2012
(Date)
to December 31, 2012.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Beth Melody Clerk in and for the Village
(City, Town or Village)
of Carol Stream, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on September 04, 2012
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4th day of September, 2012.

(SEAL)

Village Clerk
(City, Town or Village)

Approved

Date
Department of Transportation

Regional Engineer

AGENDA ITEM

I-2 9-4-12

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT
AND CONVEYANCE EASEMENT
(UNIFAB, 450 ST. PAUL BOULEVARD)**

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

SECTION 1: Approval is hereby given Accepting a Grant of Storm Water
Management and Conveyance Easement for 450 St. Paul Boulevard (Unifab). This
easement gives the village easement rights to construct, repair, operate and maintain
storm sewer system and storm water management facilities as required by the DuPage
Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater
Management Conveyance and Easement is attached to this Resolution as Exhibit "A".

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

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2012.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: August 29, 2012
RE: 450 St. Paul Blvd. Unifab Building Addition – Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: James Knudsen, Director of Engineering Services

Attachment

STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS

OWNER SHALL MAINTAIN, REPAIR AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT AREA" AT A...
 OWNER SHALL MAINTAIN, REPAIR AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT AREA" AT A...
 OWNER SHALL MAINTAIN, REPAIR AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT AREA" AT A...

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS
 I, _____ VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE ABOVE WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS UNDER RESOLUTION NO. _____ DATED THIS _____ DAY OF _____ 20____.

VILLAGE CLERK CERTIFICATE

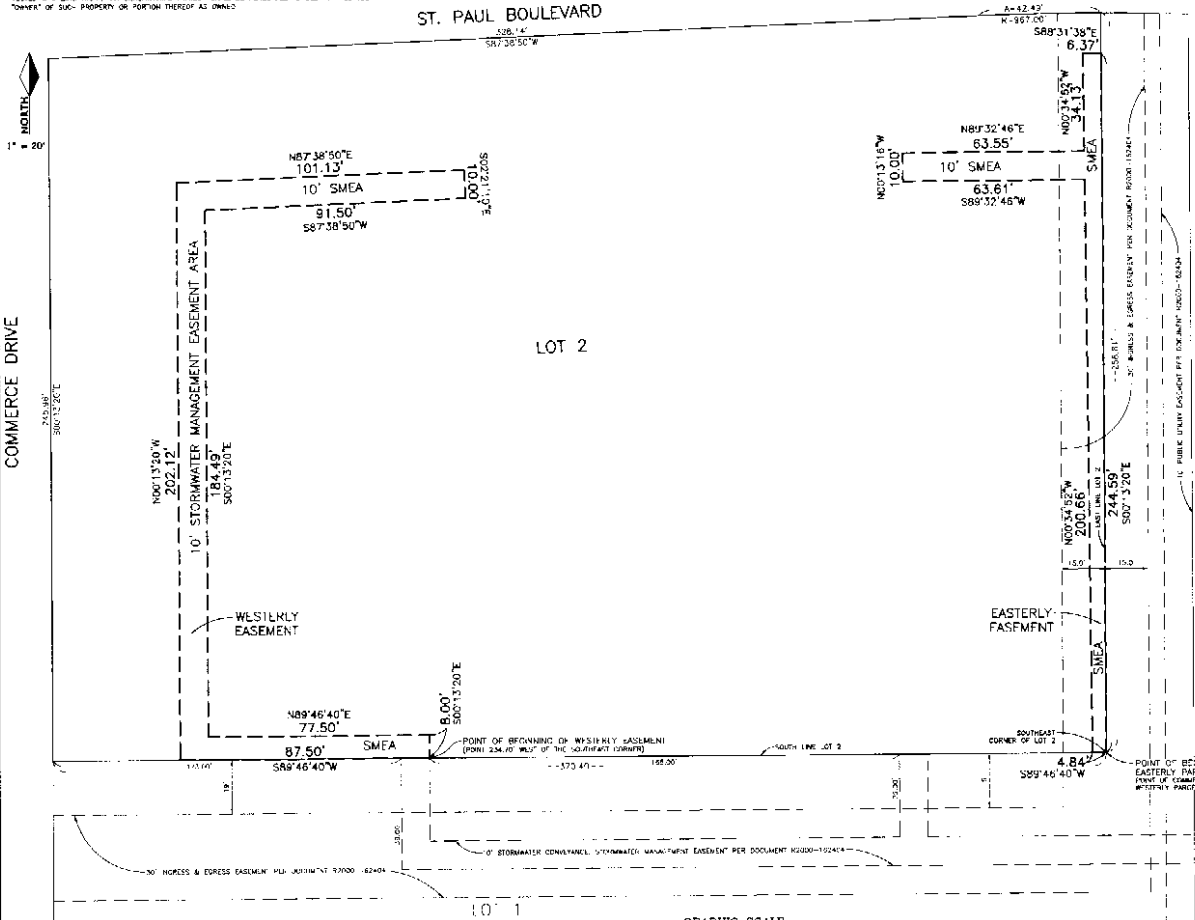
STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS
 I, _____ VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE ABOVE WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS UNDER RESOLUTION NO. _____ DATED THIS _____ DAY OF _____ 20____.

TFW SURVEYING & MAPPING
 LAND SURVEYING, CIVIL ENGINEERING, CONSTRUCTION LAYOUT
 888 EAST BELVIDERE ROAD SUITE 413 GRAYSLAKE, ILLINOIS 60130
 847-548-6600 FAX 847-548-6699
 www.tfwsurvey.com

GRANT OF EASEMENT

EASTERLY EASEMENT
 THAT PART OF LOT 2 IN K & L FIRST RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED OCTOBER 7, 2004 AS DOCUMENT NUMBER R2000-18240A, BOUNDED AND DESCRIBED AS BEING AT THE SOUTHWEST CORNER OF SAID LOT 2, 1 INCH SOUTH 89 DEGREES 46 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, 4.84 FEET, THENCE NORTH 90 DEGREES 34 MINUTES 52 SECONDS WEST, 200.00 FEET, THENCE SOUTH 89 DEGREES 32 MINUTES 46 SECONDS WEST, 81.81 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 18 SECONDS WEST, 10.00 FEET, THENCE NORTH 89 DEGREES 37 MINUTES 46 SECONDS EAST, 63.55 FEET, THENCE NORTH 02 DEGREES 34 MINUTES 52 SECONDS WEST, 10.00 FEET, THENCE SOUTH 89 DEGREES 31 MINUTES 38 SECONDS EAST, 8.37 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 2, THENCE SOUTH 90 DEGREES 18 MINUTES 20 SECONDS EAST, ALONG SAID EAST DESCRIBED EAST LINE, 244.55 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

WESTERLY EASEMENT
 THAT PART OF LOT 2 IN K & L FIRST RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED OCTOBER 7, 2004 AS DOCUMENT NUMBER R2000-18240A, BOUNDED AND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, 234.70 FEET TO A POINT BEING 133.00 FEET DISTANT FROM THE SOUTHWEST CORNER OF SAID LOT 2 AND ALSO BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION, THENCE SOUTH 89 DEGREES 46 MINUTES 40 SECONDS WEST, CONTINUING ALONG SAID EAST DESCRIBED SOUTH LINE, 87.50 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 20 SECONDS WEST, 202.12 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 50 SECONDS EAST, 101.13 FEET, THENCE SOUTH 02 DEGREES 34 MINUTES 10 SECONDS EAST, 10.00 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 50 SECONDS WEST, 81.81 FEET, THENCE SOUTH 02 DEGREES 13 MINUTES 20 SECONDS EAST, 77.50 FEET, THENCE SOUTH 02 DEGREES 13 MINUTES 20 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

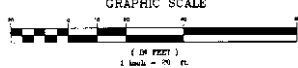


OWNER'S CERTIFICATE
 STATE OF _____ }
 COUNTY OF _____ } SS
 I, _____, the owner of the land described in the easement grant plat, and I hereby certify that as required thereon, for the uses and purposes therein set forth, and do hereby acknowledge and accept the same under the title and title thereon indicated the undersigned hereby to the Village of Carol Stream and its designees the land shown on this plat for stormwater management easement area for use as set forth thereon.

NOTARY CERTIFICATE
 STATE OF _____ }
 COUNTY OF _____ } SS
 I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that I personally know to be to be the same persons whose names are subscribed to the foregoing instrument as _____ and _____ and before me, this day in person and acknowledge that they signed and delivered this said instrument as their own free and voluntary act for the uses and purposes therein set forth given under my hand and notarial seal this _____ day of _____, A.D. 20____.

REVISION MAY 14, 2012 [VILLAGE COMMENTS]
 DATE MAY 9, 2012
 ORDER NO. 120356
 PROJ. NO. 1000
 FOR TFW SURVEYING & MAPPING, INC.
 PROJECT: HANS LINEAS
 Copyright © TFW Surveying & Mapping, Inc. 2012. All rights reserved.
 Professional Stamp No. 012-000124

AREA SUMMARY
 EASTERLY EASEMENT = 2,007 SQ. FT.
 WESTERLY EASEMENT = 3,558 SQ. FT.
 TOTAL AREA EASEMENT PREMISES = 5,565



LEGEND
 SMCA = STORMWATER MANAGEMENT EASEMENT AREA



STATE OF ILLINOIS }
 COUNTY OF LAKE } SS
 I, THOMAS F. HULSEWILER, ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FROM EXISTING PLATS OR SURVEY AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE OF GRANTING EASEMENT AND THAT IT IS A REPRESENTATION OF THE PROPERTY LEGALLY DESCRIBED HEREON CERTIFIED AT URBANA, ILLINOIS THIS 9th DAY OF MAY, 2012.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 012-000124
 EXPIRES NOVEMBER 30, 2012

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois (the "Board") have, on occasion, met in Executive Session in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.) (the "Act"); and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the Village Clerk, or her designee, pursuant to the requirements of the Act; and

WHEREAS, the minutes of all duly recorded Executive Sessions have been reviewed and recommendations made to the Mayor and Board of Trustees regarding the release of certain executive session minutes; and

WHEREAS, the Mayor and Board of Trustees have ascertained that the following sets of minutes as provided herein should be released for public inspection as noted below.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: That the content of the following sets of Executive Session Minutes are approved for release for public inspection: All minutes not previously released from January 1, 1989 through January 1, 1993; and the minutes of the following Executive Sessions: January 12, 1993, January 26, 1993, February 9, 1993, February 23, 1993, March 9, 1993, March 30, 1993, April 7, 1993, April 23, 1993, May 11, 1993, June 8, 1993, June 29, 1993, July 13, 1993, August 24, 1993, September 14, 1993, September 28, 1993, October 26, 1993, December 14, 1993, January 11, 1994, January 25, 1994, March 22, 1994, April 4, 1994, May 24, 1994, September 19, 1994, October 3, 1994, November 7, 1994, January 3, 1994, January 16, 1995, February 21, 1995, March 22, 1995, April 17, 1995, April 18, 1995, August 7, 1995, October 16, 1995, December 4, 1995, April 1, 1996, April 15, 1996, November 14, 1996, January 6, 1997, March 17, 1997, September 2, 1997, December 1, 1997, and December 15, 1997.

SECTION 3: That the need for confidentiality still exists as to all or part of those Executive Session Minutes not released by Section 2 and shall remain closed to public review until further review and order by the Board.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois at a regular meeting thereof held on the ____ day of _____, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2012.

Mayor

(SEAL)

ATTEST:

Village Clerk

BOARD REPORT

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

FROM: James A. Rhodes, Village Attorney

DATE: July 27, 2012

SUBJECT: A RESOLUION APPROVING THE RELEASE OF
CERTAIN EXECUTIVE SESSION MINUTES OF THE
MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE
OF CAROL STREAM, ILLINOIS

The attached Resolution authorizes the release of certain executive session minutes of the Mayor and Board of Trustees of the Village of Carol Stream. Pursuant to the Open Meetings Act, a semi-annual review of Executive Session minutes was conducted by Village Staff and I for the purpose of providing a recommendation of those minutes for which there is no longer a need for confidentiality. Based upon our review, we recommend the release of those minutes as set forth within the attached resolution.

Village of Carol Stream**Interdepartmental Memo**

TO: Robert J. Mellor, Assistant Village Manager

FROM: Robert J. Glees, Community Development Director *RJG*

DATE: August 31, 2012

RE: **Agenda Item for the Village Board Meeting of September 4, 2012
A Resolution of Objection to a Request for Annexation, Rezoning
and Special Use for Planned Unit Development for "The Lockup
Self-Storage" in the City of Wheaton**

PURPOSE

The purpose of this memorandum is to present the referenced resolution to the Village Board and recommend approval.

DISCUSSION

On May 23rd, the Director of Planning and Economic Development for the City of Wheaton contacted me and advised that he had been contacted by the owner of one of the unincorporated lots to the northwest of the intersection of Geneva Road and Schmale Road regarding a self-storage use. The lot is vacant, but paved, and is directly adjacent to the Geneva Crossing shopping center. It is located in an area that was on the Carol Stream side of the Village's intergovernmental boundary agreement with Wheaton; however, that agreement expired in 2007. The lot once served as an overflow parking area for Wilton Manor, and is owned by the same party who owns and redeveloped the Wilton Manor property, located in the City of Wheaton.

A public hearing for annexation and zoning approvals is scheduled for September 10th, and staff has been coordinating the project with Wheaton staff and with the Geneva Crossing owner, Regency Centers. We have learned that the property owner initially approached Regency Centers regarding access to the Geneva Crossing main access drive, but was denied such access, thus diminishing the marketability of the property for commercial use. The Wheaton staff is inclined to support the self-storage project in view of the property's limited development potential; however, they are open to working with the Village of Carol Stream to achieve a better use of the property if easy access could be afforded. Regency Centers has expressed willingness to revisit the access issue.

RECOMMENDATION

Staff recommends the Village Board approve the attached resolution.

RJG:bg

u:\misc village board correspondence\resolution of objection self storage.docx

RESOLUTION NO. _____

**A RESOLUTION OF OBJECTION
TO A REQUEST FOR ANNEXATION, REZONING AND
SPECIAL USE FOR PLANNED UNIT DEVELOPMENT
FOR "THE LOCKUP SELF-STORAGE"
(CITY OF WHEATON ZONING APPLICATION NO. 12-17)**

WHEREAS, the Mayor and Trustees of the Village of Carol Stream have been advised that the City of Wheaton is considering a request for annexation and zoning approvals to allow the construction and use of a self-storage facility, Zoning Application #12-17; and,

WHEREAS, the subject property is directly adjacent to the Geneva Crossing shopping center, an existing regional shopping center in the Village of Carol Stream; and,

WHEREAS, Village staff has identified the following concerns regarding the request:

1. At 46 feet in height, the self-storage building will reduce the visibility of the shopping center.
2. A self-storage use is not consistent with the adjacent commercial shopping center and other nearby commercial uses.
3. The self-storage building architecture, with its rows of overhead doors on three building sides, is not compatible with the architecture of the adjacent commercial shopping center and other commercial properties.
4. Although the subject property currently has no direct vehicular access, which diminishes its marketability for commercial use, such direct access is feasible by means of the Geneva Crossing main access drive, which is directly adjacent to the subject property.
5. The proposed use is not in conformance with the Village of Carol Stream Future Land Use Plan, which calls for a commercial use for the subject property.

WHEREAS, in view of the above concerns that highlight the incompatible nature of the self-storage facility use, the owner of the Geneva Crossing shopping center, Regency Centers, has indicated a willingness to grant access to the subject property from the Geneva Crossing main access drive for a compatible commercial use (letter attached); and,

WHEREAS, the Corporate Authorities concur with such concerns as expressed herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1:

That the City of Wheaton be and hereby is notified of the opposition of the Mayor and Trustees of the Village of Carol Stream to the granting of actions requested in Zoning Application #12-17.

RESOLUTION NO. _____

Page 2 of 2

SECTION 2:

This Resolution shall be in full force and effect upon its passage, and approval in accordance with law.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2012

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

Robert G. Higgins
Attorney at Law
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603
(312) 863-7351 • Facsimile: (312) 863-7354
Mobile: (630) 267-7209
E-Mail: rhiggins@higginsattorney.com
Website: www.HigginsAttorney.com

August 28, 2012

Mr. Bob Glees
Community Development Director
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

RE: Northwest Quadrant, Main Street and Geneva Road

Dear Mr. Glees:

I represent Regency Centers Corporation, the owner (through an affiliate) of the Geneva Crossing Shopping Center (the "Shopping Center") located at the captioned intersection in Carol Stream, Illinois. My client has been made aware of a certain Petition for Annexation and Planned Unit Development Application filed with the City of Wheaton on behalf of BRB Development LLC ("BRB"), pertaining to the undeveloped property located immediately northwest of the Shopping Center. BRB is seeking approval for a four-story Lock-Up Self Storage facility.

I write to you to encourage you, on behalf of my client and the remainder of your constituency, to formally oppose the proposed development.

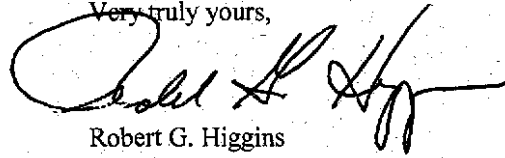
A storage facility, especially one that is four stories in height, is inconsistent with the surrounding development and will detract from the usage of the Shopping Center by Carol Stream residents and others, thus reducing the Village's tax revenue and your constituents' enjoyment of the Shopping Center.

The height of the structure will detract from the visibility of the Shopping Center, thus diminishing its market. Finally, the general inconsistency in character between a four-story self-storage facility and a neighborhood shopping center will create confusion in the eyes of the shopping public and will not be attractive to potential new customers or retailers.

My client is not opposed, in principal, to the development of the land in question and offering potential cross access to the property. Indeed, there are many uses that are quite compatible with a neighboring shopping center. Unfortunately, a four-story Lock-Up Self Storage facility is not one of them.

For the reasons stated above, I urge you to strenuously oppose this development.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert G. Higgins". The signature is fluid and cursive, with a large initial "R" and a long, sweeping tail.

Robert G. Higgins


RGH:bjm

cc: Nick Wibbenmeyer

J-1 9-4-12

Village of Carol Stream

Interdepartmental Memo

To: Joseph E. Breinig, Village Manager
From: Ann Delort – Secretary 
Date: August 23, 2012
Re: Carol Stream Park District
“Fall Fitness 5K Run”
“Bark In The Park Dog Festival”
Town Center and Amplification Permit Request

The Carol Stream Park District is hosting their “Fall Fitness 5K Run” event on Saturday, September 15, 2012 and their “Bark In The Park” Dog Festival event on Sunday, September 16, 2012 at the Ross Ferrero Town Center. They would like to bring supplies and a Park District trailer on Friday, September 14, 2012 to be used for these events.

Registration for the “Fall Fitness 5K Run” will start at 6:00 am and the race starting at 8:00 am. The “Bark In The Park” event will be from 11:00 am – 4:00 pm.

They are requesting a waiver of all rental fees and the amplification fees for these 2 events. A copy of the requests is attached in addition to the applications.

In addition to the fee waiver, relief will be needed from the limitations on hours for use of an amplified device during the “Fall Fitness 5K Run.” Normally use of amplified devices is prohibited before 10:00 am.

Please include this on the agenda for the September 4, 2012 Board meeting.

Thank you.

Enclosures



Board of Commissioners
Brenda Gramann - President
Wynn Ullman - Vice President
Dan Bird
John Jaszka
Jacqueline Jeffery
Tim Powers
Brian Sokolowski

Executive Director
Arnie Biondo

July 25, 2012

Dear Mayor Saverino and Village Trustees:

This letter is to request the waiver of fees for the amplification permits and facility usage permits for the Carol Stream Park District's Fall Fitness 5K Race on September 15, 2012. The race will begin and end at the Town Center.

Proceeds from the race registration fees benefit the Carol Stream Park District Scholarship fund. Our scholarship program offers financial assistance to Carol Stream residents allowing them to participate in Carol Stream Park District programs and activities.

Thank you for your consideration.

Sincerely,

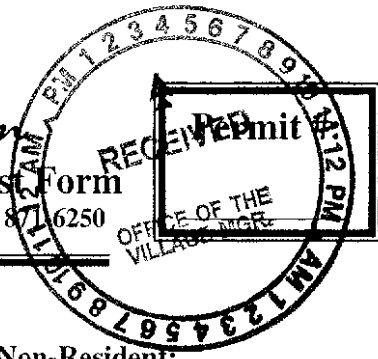
A handwritten signature in black ink, appearing to read "D. Tutskey", written over a circular stamp or watermark.

Daniel Tutskey
Program Supervisor





Village of Carol Stream
 Town Center/Farmhouse Facility Use Request Form
 500 North Gary Avenue - Carol Stream, Illinois 60188 - (630) 871-6250



Name: CAROL STREAM PARK DISTRICT Resident: X Non-Resident: _____

Name of Person Making Request: TUTSKEY DANIEL
 Last First

Address: 849 W. LIES RD CAROL STREAM IL 60188
 Street City State Zip

Telephone Numbers: _____ 630-784-6185
 Home/Cell Work

Facility Requested:

- | | | | |
|--------------|--------------------------|-----------------------|--------------------------|
| 1. Fountain: | <input type="checkbox"/> | 4. Townhouse Grounds | <input type="checkbox"/> |
| 2. Gazebo: | <input type="checkbox"/> | 5. Farmhouse: | <input type="checkbox"/> |
| 3. Bridge: | <input type="checkbox"/> | 6. Farmhouse Grounds: | <input type="checkbox"/> |

Date(s) Requested: 9/15/12 Alternate Date(s) Requested: NONE

Type of Event: FALL FITNESS 5K RACE

Special Request(s): PLEASE SEE ATTACHED LETTER

Time of Activity: 6 Am 10 Am Number of Guests Anticipated: 250
 Start Time End Time

Use Terms:

- Only public forums, events or activities which conform with all of the following requirements may be considered for issuance of a permit: (1) must be sponsored or hosted by a local not-for-profit group or organization based within the Village or local taxing body or quasi-governmental entity; (2) residents and non-residents alike, as well as outside businesses, organizations and nonprofits who enter into a rental contract; and (3) shall not be a partisan political rally, assembly or meeting.
- **Town Center Security Deposit:** \$150 refundable upon approval by Village.
- Village may require a permit applicant to provide a certificate of insurance in an amount approved by the Village naming the Village of Carol Stream as an additional insured.
- Each permit is issued on a per event basis and is valid for the use of one facility.
- Only lawn chairs may be brought in and used by the permittee in designated lawn areas. Folding or portable chairs and tables may be brought in and used in designated areas.
- The cooking and/or grilling of food may be allowed by a licensed caterer and be specifically requested in the special request line of this permit application. The throwing of birdseed, rice, confetti as well as the drinking of beverages from glass bottles is prohibited.
- **Alcohol (beer and wine only) is allowed only if the appropriate Certificate of Insurance is obtained.**
- Electrical power is available for use.
- The onsite receptacles for disposal of trash and recyclables must be used.
- Your event should not detract from the enjoyment of others who may be using adjoining facilities.
- A copy of this application must accompany organizations or individuals using facility.
- Reservations are made on first come first served basis and must be made in person at the Carol Stream Village Hall. Applications should be received in the Manager's Office at least 45 calendar days prior to event.
- Permit holder is financially responsible for damages occurring as a result of the use of these facilities for the permitted event.
- You must be 18 years of age to apply for a Facility Use Permit.

I understand that use of this facility is at my own risk and agree to hold the Village of Carol Stream harmless from any and all claims, which may arise as a result of its use. I have read and agree to the conditions specified in this request form:



Signature

The Carol Stream Town Center is located at the southwest corner of Lies Road and Gary Avenue.

The Historic Farmhouse is located at 301 Lies Road on the north side of Lies Road between Gary Ave. & Kuhn Road.

The scheduling of Village sponsored events may preclude the issuance of permits during certain times of the year.

The Village reserves the right to cancel any permit for use of its facilities at any time.

Carol Stream residents and organizations are given scheduling and use preference.

For Village Use Only

Permit No. _____

Deposit Paid: \$ _____

Date: _____

Check No. _____

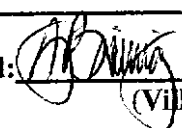
Condition of Grounds: Clean _____

Date Deposit Returned: _____

Condition of Grounds: Not Clean _____

Date Deposit Cashed: _____

Comments: _____

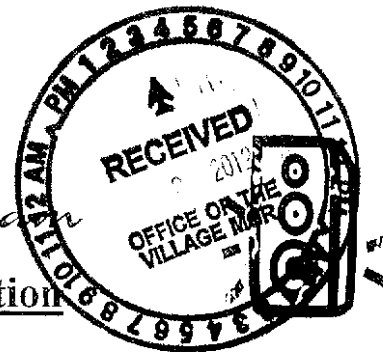
Approved:  8/22/12

(Village Manager's Office)

Revised: February 10, 2010



Village of Carol Stream
Sound Amplifier Permit Application



Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Daniel Tutsky

Applicant Address: 849 W. Lies Rd, Carol Stream, IL 60188

Applicant Phone #: (630) 784 - 6185 Applicant e-Mail: dannyT@csports.org

Organization Name: Carol Stream Park District

Organization Address: 849 W. Lies Rd.

Organization Phone #: (630) 784 - 6185 Organization e-Mail: dannyT@csports.org

Address Where Sound Amplifier Device Will Be Used:

Town Center at Start / Finish Line of race

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:

To Announce overall winners and age groups.

Dates/Times For Which Use Of Sound Amplifier Device Is Requested:

9/15 - 9.45 - 10 AM

PERMIT FEE:

\$25/day when used at a fixed location or in a moving vehicle.
Please return completed permit application and fee payment(s) to:

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899
(630) 871- 6250



JUSTPLAY!

Board of Commissioners

Brenda Gramann - President
Brian Sokolowski – Vice President
Dan Bird
John Jaszka
Jacqueline Jeffery
Tim Powers
Wynn Ullman

March 30, 2012

Executive Director

Arnie Biondo

Dear Mayor Saverino and Village Trustees:

This letter is to request the waiver of fees for the amplification permits and facility usage permits for the following events at the Town Center.

April 21, 2012 – Earth Day Festival

May 19 and 20, 2012 – JustPlay! Sports and Recreation Festival

Sept. 16, 2012 – CSBarks Dog Festival

The above mentioned events are all FREE community events that do not charge a fee to the attendees for admission, performances or activities.

We greatly appreciate your support of these popular events.

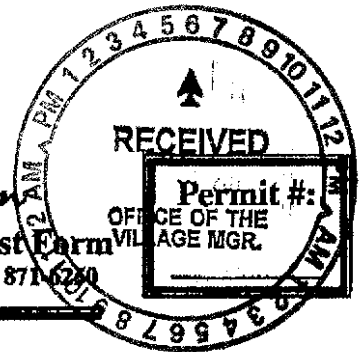
Sincerely,

Kelly Carbon
Community Relations Specialist





Village of Carol Stream
 Town Center/Farmhouse Facility Use Request Form
 500 North Gary Avenue - Carol Stream, Illinois 60188 - (630) 871-6280



Name: CAROL STREAM PARK DIST Resident: Non-Resident:

Name of Person Making Request: CARBON KELLY
 Last First

Address: 849 W LIES RD, CAROL STREAM IL 60188
 Street City State Zip

Telephone Numbers: 630-632-4899 630-784-6114
 Home/Cell Work

Facility Requested:

- | | |
|--|--|
| 1. Fountain: <input checked="" type="checkbox"/> | 4. Townhouse Grounds: <input type="checkbox"/> |
| 2. Gazebo: <input checked="" type="checkbox"/> | 5. Farmhouse: <input type="checkbox"/> |
| 3. Bridge: <input checked="" type="checkbox"/> | 6. Farmhouse Grounds: <input type="checkbox"/> |

Date(s) Requested: 9-15 + 9-16 Alternate Date(s) Requested: —

Type of Event: DOG FESTIVAL

Special Request(s): Set up 9/15 event 9/16

Time of Activity: 11:00 4:00 Number of Guests Anticipated: 2,000
 Start Time End Time Set up 9-14 grass area + 9-15 only

Use Terms:

- Only public forums, events or activities which conform with all of the following requirements may be considered for issuance of a permit: (1) must be sponsored or hosted by a local not-for-profit group or organization based within the Village or local taxing body or quasi-governmental entity; (2) residents and non-residents alike, as well as outside businesses, organizations and nonprofits who enter into a rental contract; and (3) shall not be a partisan political rally, assembly or meeting.
- Town Center Security Deposit: \$150 refundable upon approval by Village.
- Village may require a permit applicant to provide a certificate of insurance in an amount approved by the Village naming the Village of Carol Stream as an additional insured.
- Each permit is issued on a per event basis and is valid for the use of one facility.
- Only lawn chairs may be brought in and used by the permittee in designated lawn areas. Folding or portable chairs and tables may be brought in and used in designated areas.
- The cooking and/or grilling of food may be allowed by a licensed caterer and be specifically requested in the special request line of this permit application. The throwing of birdseed, rice, confetti as well as the drinking of beverages from glass bottles is prohibited.
- Alcohol (beer and wine only) is allowed only if the appropriate Certificate of Insurance is obtained.
- Electrical power is available for use.
- The onsite receptacles for disposal of trash and recyclables must be used.
- Your event should not detract from the enjoyment of others who may be using adjoining facilities.
- A copy of this application must accompany organizations or individuals using facility.
- Reservations are made on first come first served basis and must be made in person at the Carol Stream Village Hall. Applications should be received in the Manager's Office at least 45 calendar days prior to event.
- Permit holder is financially responsible for damages occurring as a result of the use of these facilities for the permitted event.
- You must be 18 years of age to apply for a Facility Use Permit.

I understand that use of this facility is at my own risk and agree to hold the Village of Carol Stream harmless from any and all claims, which may arise as a result of its use. I have read and agree to the conditions specified in this request form:

Kelly Carlson
Signature

The Carol Stream Town Center is located at the southwest corner of Lies Road and Gary Avenue.
The Historic Farmhouse is located at 300 Lies Road on the north side of Lies Road between Gary Ave. & Kuhn Road.
The scheduling of Village sponsored events may preclude the issuance of permits during certain times of the year.
The Village reserves the right to cancel any permit for use of its facilities at any time.
Carol Stream residents and organizations are given scheduling and use preference.

For Village Use Only

Permit No. _____

Deposit Paid: \$ _____

Date: _____

Check No. _____

Condition of Grounds: Clean _____

Date Deposit Returned: _____

Condition of Grounds: Not Clean _____

Date Deposit Cashed: _____

Comments: _____

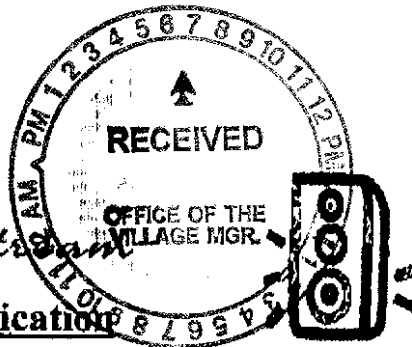
Approved: [Signature] 8/22/12
(Village Manager's Office)

Revised: February 10, 2010



Village of Carol Stream

Sound Amplifier Permit Application



Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Carol Stream Park District / Kelly Carbon

Applicant Address: 849 W Lies Rd, Carol Stream IL
784 60188

Applicant Phone #: (630) 632-2614 **Applicant e-Mail:** kellyc@csparks.org

Organization Name: Carol Stream Park District

Organization Address: 849 W Lies Rd Carol Stream IL

Organization Phone #: 630 784 6100 **Organization e-Mail:** info@csparks.org

Address Where Sound Amplifier Device Will Be Used:
Town Center ~~301~~ ~~lies~~ 110 W Lies Rd
Carol Stream IL

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used: 60188
sound will be used in grassy field area to
announce performances for Dog Event - CSBAEKS

Dates/Times For Which Use Of Sound Amplifier Device Is Requested: Sept.
11 am - 4 pm Sunday, ~~Aug~~ 16, 2012

PERMIT FEE: \$25/day when used at a fixed location or in a moving vehicle.
Please return completed permit application and fee payment(s) to:

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899
(630) 871- 6250

AGENDA ITEM

J-2 9-4-12

Village of Carol Stream **Interdepartmental Memo**

TO: Joseph Breinig, Village Manager
FROM: Jamie Grant - Secretary *JG*
DATE: August 30, 2012
RE: **Raffle License Request**
Glenbard North High School

Glenbard North High School has submitted a raffle license application to have split-the-pot raffles at their football games being held at the school on the following dates:

Friday, August 24, 2012
Friday, September 14, 2012
Friday, September 28, 2012
Friday, October 12, 2012

Tickets will be sold from 5:00 p.m. – 10:00 p.m. on the nights of the games, and raffle tickets will be sold for \$1 each. Proceeds from the raffle will go towards funding athletic programs.

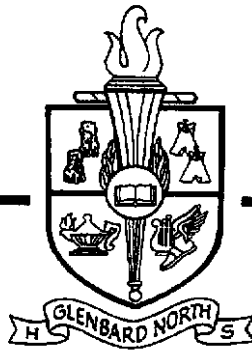
They have requested a waiver of both the license fee and manager's fidelity bond. The Raffle License Application is available in the Clerk's office for the Board's review.

Please place this on the agenda for the September 4, 2012 Board Meeting for the Board's approval.

jg
Attachment

GLENBARD NORTH HIGH SCHOOL

990 Kuhn Road
Carol Stream, Illinois 60188
(630) 653-7000
Fax (630) 653-7259



Dr. John T. Mensik
Principal

To: Village Board of Carol Stream

From: Glenbard North Athletics

Re: Request for Waiver of the Fee for Raffle License and Waiver of Manager's Fidelity Bond

Date: August 27th, 2012

The Glenbard North Athletic Department, a non for profit operating in the Village of Carol Stream, is requesting a license for raffle to fund athletic programs this year at Glenbard North High School. We are requesting a split the pot raffle that would occur at the Glenbard North football game on 4 Fridays. August, 24th, September 14th, September 23rd, and October 12th. The raffle tickets will be sold by members of the Glenbard North Athletic Department.

Given that this raffle would be conducted by a not for profit and the proceeds would benefit our athletic programs we are requesting that the Village of Carol Stream waive the application fee and also waive the need for the Manager's Fidelity Bond.

Thank you for your time and thoughtful consideration.

A handwritten signature in cursive script that reads 'Matt Bowser'.

Matt Bowser

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on September 4, 2012

AGENDA ITEM
K-1 9-4-12

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
SERV FRM AUG 16 THRU SEPT 15 2012	438.06	01652800-52230	TELEPHONE	630z57651908AUG16	
	<u>438.06</u>				
ADVANCED ROOFING					
KUHN PAS FASCIA REPAIR	500.00	04201600-52244	MAINTENANCE & REPAIR	9055	
	<u>500.00</u>				
CADENCE OCCUPATIONAL HEALTH					
POST MEDICAL & DOT RANDOM DRG TESTS	623.40	01600000-52225	EMPLOYMENT PHYSICALS	129958	
	<u>623.40</u>				
CALL ONE					
SERVICE 7/16/2012 -8/15/2012	501.07	04101500-52230	TELEPHONE	1010-6641 08/15/12	
SERVICE 7/16/2012 -8/15/2012	2,909.38	04201600-52230	TELEPHONE	1010-6641 08/15/12	
SERVICE 7/16/2012 -8/15/2012	3,106.42	01650100-52230	TELEPHONE	1010-6641 08/15/12	
	<u>6,516.87</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV'S FRM 7/1-7/28 2012	1,038.00	01621900-52253	CONSULTANT	107002	
	<u>1,038.00</u>				
CIOSEK TREE SERVICE INC					
EMERG TREE TRIMMING/RMVL 7/1/12	80,172.20	01670700-52268	TREE MAINTENANCE	7/2-7/20	
	<u>80,172.20</u>				
COMCAST CABLE					
SERV FOR SEPT 2012	84.90	01652800-52234	DUES & SUBSCRIPTIONS	8771201800010112SEPT	
	<u>84.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 4, 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 07/20 - 8/20 2012	807.22	06320000-52248	ELECTRICITY	5853045025AUG/12	
SERV FRM 7/19 - 8/17 2012	31.10	04201600-52248	ELECTRICITY	2514004009AUG/12	
SERV FRM 7/19 - 8/17 2012	592.43	04201600-52248	ELECTRICITY	0300009027AUG/12	
SERV FRM 7/19 - 8/17 2012	248.46	06320000-52248	ELECTRICITY	6213120002AUG/12	
SERV FRM 7/19- 8/17 2012	425.10	04101500-52248	ELECTRICITY	2496057000AUG/12	
SERV FRM 7/20 - 8/17 2012	49.42	01670600-52248	ELECTRICITY	6337409002AUG/12	
SERV FRM 7/20 - 8/21 2012	31.67	06320000-52248	ELECTRICITY	1043062112AUG/12	
SERV FRM 7/20 - 8/21 2012	126.12	06320000-52248	ELECTRICITY	6675448009AUG/12	
SERV FRM 7/23 - 8/20 2012	15.34	01670600-52248	ELECTRICITY	4483019016AUG/12	
SERV FRM 7/23 - 8/20 2012	67.81	06320000-52248	ELECTRICITY	0030086009AUG/12	
SERV FRM 7/23 - 8/20 2012	39.31	04101500-52248	ELECTRICITY	2073133107AUG/12	
SERV FRM 7/23 - 8/20 2012	77.42	06320000-52248	ELECTRICITY	3153036011AUG/12	
SERV FRM 7/23 - 8/20 2012	120.53	01670600-52248	ELECTRICITY	1865134015AUG/12	
SERV FRM 7/23 - 8/20 2012	122.51	01670600-52248	ELECTRICITY	0803155026AUG/12	
SERV FRM 7/23 - 8/21 2012	15.58	06320000-52248	ELECTRICITY	1603109101AUG/12	
SERV FRM 7/23 - 8/22 2012	59.71	04101500-52248	ELECTRICITY	0291093117AUG/12	
SERV FRM 7/23 TO 8/21 2012	31.68	01662300-52298	ATLE SERVICE FEE	4202129060AUG/12	
SERV FRM 7/25 - 8/22 2012	194.72	01670600-52248	ELECTRICITY	5838596003AUG/12	
	3,056.13				
COUNTY COURT REPORTERS INC					
COURT REPORTING FOR 8/13/12 CS 12180	150.00	01530000-52241	COURT REPORTER FEES	107699	
	150.00				
DAVID G BAKER					
VLG BOARD MTG TELECAST 8/20/12	105.00	01650100-52253	CONSULTANT	082012	
	105.00				

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DU KANE ASPHALT CO					
HOT MIX FOR PATCHING	48.84	06320000-53340	MATERIALS	21749	
SURFACE HOT MIX	71.28	06320000-53340	MATERIALS	21732	
	120.12				
DUPAGE COUNTY					
COUNTY PERMIT	100.00	04201600-52244	MAINTENANCE & REPAIR	AP120517	
DATA PROCESSING JULY/12 POLICE	250.00	01662600-52247	DATA PROCESSING	1083	
NOTARY SEAL RENEWAL	10.00	01612900-52234	DUES & SUBSCRIPTIONS	CHRIS BATTAGLIA	
	360.00				
DUPAGE WATER COMMISSION					
OPER & MTC FOR WTR COMM JUL/12	387,768.28	04201600-52283	DUPAGE CTY WATER COMMISSION	09682	
	387,768.28				
EXELON ENERGY INC					
SERV FRM 7/12 - 08/09 2012	246.22	04101500-52248	ELECTRICITY	100431100340	
SERV FRM 7/20/12-8/19/12	1,597.02	06320000-52248	ELECTRICITY	200214600260AUG/12	
	1,843.24				
FEDEX					
INV SUMMARY AUG 22 2012	17.16	04200100-52229	POSTAGE	7-993-83490	
	17.16				
GOVTEMPSUSA LLC					
LEASING AGR FOR CONST INSPECTR-7/29/12	1,038.40	01621900-52253	CONSULTANT	1201496A	20130013
LEASING AGR FOR CONST INSPECTR-8/5/12	1,038.40	01621900-52253	CONSULTANT	1201497	20130013
TEMPORARY EMPLOY-COM DEV 7/29/12	540.00	01642100-52253	CONSULTANT	1201496	20130022
	2,616.80				
H & H ELECTRIC COMPANY					
EMERG STREET LIGHT RPLMNT	5,373.30	01670300-52271	STREET LIGHT MAINTENANCE	20241	20130041
	5,373.30				

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I R M A					
JULY MONTHLY DEDUCTIBLE	2,387.28	01650100-52215	INSURANCE DEDUCTIBLES	11713	
JULY OPTIONAL DEDUCTIBLE	2,770.93	01650100-52215	INSURANCE DEDUCTIBLES	11695	
	<u>5,158.21</u>				
ILL LIQUOR CONTROL COMMISSION					
BASSET LIC RENEWAL TOM EBY 2012	250.00	01664700-53325	COMMUNITY RELATIONS	TOM EBY RNWL	
	<u>250.00</u>				
IMPACT NETWORKNG LLC					
MTC FOR 7/20- 10/19 2012	540.16	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	187956	
	<u>540.16</u>				
JAMESON LANDSCAPING SERVICES INC					
LANDSCAPE MTC SERV'S FOR AUG/12	13,925.00	01670400-52272	PROPERTY MAINTENANCE	4143	20130021
WEED ABATEMENT 1344 NARRAGANSETT	313.93	01642100-52260	WEED MOWING	4138	
WEED ABATEMENT 594 APPALOOSA	180.00	01642100-52260	WEED MOWING	4140	
WEED ABATEMENT 882 PONTIAC LN	159.05	01642100-52260	WEED MOWING	4139	
	<u>14,577.98</u>				
JOHN L FIOTI					
SERV FOR ATLE/TOW ADM AUG 8 2012	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 43	
SERV FOR ATLE/TOW ADM AUG 8 2012	187.50	01570000-52238	LEGAL FEES	CS 43	
	<u>375.00</u>				
JOSEPH BREINIG					
VLG BBQ 8/23 PICNIC REIMBURSEMENT	251.99	01600000-52242	EMPLOYEE RECOGNITION	VLG BBQ REIMB	
	<u>251.99</u>				
JPC TREE CARE					
EMERGENCY BRUSH P/U	3,543.75	01670700-52268	TREE MAINTENANCE	1062	
	<u>3,543.75</u>				

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KANE COUNTY SAFE KIDS					
CERTIFICATION CLASS OCT/2012	50.00	01662700-52223	TRAINING		DARREN BOSHART
	50.00				
MIDCO					
SCADA WRK 8/10/12	206.25	04201600-52230	TELEPHONE	261151	
SCADA WRK 8/10/12	206.25	04101500-52230	TELEPHONE	261151	
	412.50				
NEXTEL COMMUNICATIONS					
SERV FRM 7/24 - 8/23 2012	27.12	01643700-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	27.12	01662500-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	54.24	01642100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	54.24	01680000-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	60.80	01600000-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	60.80	01610100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	60.80	04200100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	60.80	01690100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	78.56	01622200-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	112.72	01664700-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	115.04	01662300-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	117.84	01620100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	121.60	01652800-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	157.65	01662700-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	162.72	01662400-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	162.72	04201600-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	182.40	01650100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	299.78	01660100-52230	TELEPHONE	760300514-127	
SERV FRM 7/24 - 8/23 2012	307.60	01670100-52230	TELEPHONE	760300514-127	
	2,224.55				

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P R STREICH & SONS INC					
LIFT #1 REPAIRS	465.50	01696200-52284	EQUIPMENT MAINTENANCE	37063	
	<u>465.50</u>				
PERFORM TRAFFIC CONTROL SYSTEMS LTD					
SCHOOL ZONE PAVEMENT STRIPING	11,525.68	01670300-52286	PAVEMENT RESTORATION	9797	
	<u>11,525.68</u>				
PERSPECTIVES					
EAP SERVICES SEPT-DEC 2012	1,149.72	01600000-52273	EMPLOYEE SERVICES	74087	20130033
	<u>1,149.72</u>				
RAY O'HERRON CO					
AMMO	2,835.00	01662700-53321	AMMUNITION	052087	
	<u>2,835.00</u>				
RYDIN DECAL					
HANDICAPP PLACARDS 2013/14	302.87	01612900-53315	PRINTED MATERIALS	276944	
	<u>302.87</u>				
START GROUP					
CONFINED SPACE TRAINING 8/16/12	80.00	04200100-52223	TRAINING	S012-8-83	
CONFINED SPACE TRAINING 8/16/12	209.00	01690100-52223	TRAINING	S012-8-83	
CONFINED SPACE TRAINING 8/16/12	261.00	01670100-52223	TRAINING	S012-8-83	
	<u>550.00</u>				
THOMAS F HOWARD JR					
LEGAL SERV FRM 8/1 THRU 8/27 2012	6,030.00	01570000-52312	PROSECUTION DUI	195	
	<u>6,030.00</u>				
TIC TANK INDUSTRY CONSULTANTS					
DESIGN REV/INSPE'S LIES RD TANK	3,500.00	04200100-52253	CONSULTANT	27890	20130049
DESIGN REVIEW & INSPEC'S FULLERTON AV TANK	3,500.00	04200100-52253	CONSULTANT	27889	20130050
	<u>7,000.00</u>				

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TRI R SYSTEMS INC					
DESIGN & INSTALL OF SCADA SYST	50,500.00	04101500-54480	CONSTRUCTION	3396	20130044
	<u>50,500.00</u>				
U S POSTMASTER					
REMINDER NOTICES VS 2012	889.10	01650100-52229	POSTAGE	VS NOTICES 2012	
	<u>889.10</u>				
WESTMORE SUPPLY CO					
CONCRETE	526.75	06320000-53338	CONCRETE	R 76757	
CREDIT-OVRPD ON INV 6/7/12	-0.50	06320000-53338	CONCRETE	OVR PD R75961	
	<u>526.25</u>				
GRAND TOTAL	<u><u>\$599,941.72</u></u>				

The preceding list of bills payable totaling \$599,941.72 was reviewed and approved for payment.

Approved by:

Robert Mellor
for _____
Joseph Breinig – Village Manager

Date: 8/31/12

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 9-4-12

ADDENDUM WARRANTS Aug 21,2012 thru Sept 4, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Aug 6, 2012 thru Aug 19, 2012	428,878.01
Water & Sewer	A C H	Charter One Bank	Payroll Aug 6, 2012 thru Aug 19, 2012	<u>34,358.31</u>
				<u>463,236.32</u>

Approved this _____ day of _____, 2012

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk