

# Village of Carol Stream

## BOARD MEETING

### AGENDA

APRIL 18, 2011

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

#### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

**B. MINUTES:** Approval of the Minutes of April 4, 2011 Board Meeting.

#### **C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:**

1. Resolution No. 2527 Commending Rick Gieser for His Service to the Village of Carol Stream.

#### **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:**

##### 1. PLAN COMMISSION:

- a. #11082 – Josh Delpierre – 542 Aztec Drive  
*Variation – Lot Coverage*  
**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (5-0)**  
*Request for zoning approval to exceed 30% allowable lot coverage to allow for a 252 square foot three-season room addition.*
- b. #11062 – Village of Carol Stream – 500 N. Gary Avenue  
*Sign Code – Text Amendments*  
**RECOMMENDED APPROVAL (5-0).**  
*Village-initiated petition for text amendments to the Sign Code to change the requirements for menu board signs and commercial wall signs to be more reflective of current industry standards, as well as other suggested amendments to make the code more responsive to the needs of the business community.*
- c. #11083 – American Sale (Tim Gutraj) – 320 Army Trail Road  
*PUD Plan – Minor Amendment*  
**APPROVED SUBJECT TO CONDITIONS (5-0).**  
*Request for zoning approval to allow merchandise to be displayed outdoors on the sidewalk in front of the store and to allow truckload sales and two annual tent sales. **No Village Board action required.***

# Village of Carol Stream

## BOARD MEETING

### AGENDA

APRIL 18, 2011

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

#### **F. OLD BUSINESS:**

1. Award of Contract – Landscape Maintenance.  
*This is a recommendation to reject all bids for landscape maintenance, waive the formal bidding process and authorize staff to negotiate a contract for landscape maintenance for Village Board approval at its May 2, 2011 meeting.*

#### **G. STAFF REPORTS & RECOMMENDATIONS:**

1. Community Development Commission.  
*Staff requests Village Board concurrence to continue to have Carol Stream's population for determination of Community Development Block Grant Funds.*
2. Personnel Manual Revisions.  
*Recommendation for revisions of the Village of Carol Stream's Employee Personnel Manual.*
3. Write-off Uncollectible Receivables.  
*Annual write-off of uncollectible receivables.*
4. Purchase Orders for Professional Services – B & F Technical Code Services.  
*Staff recommends approval of purchase orders for consultant services for permit reviews, inspections and general code consulting, as budgeted in FY10/11.*
5. FY2010-11 Year End Budget Transfers.  
*Budget transfers to reappropriate the budgets between department programs. There is no impact on the total budget.*
6. Change Order #1 – Sanitary Sewer Flow Monitoring Project.  
*Motion to approve Change Order #1 for the Sanitary Sewer Flow Monitoring Project for installation of two additional flow monitors in the amount of \$4,000.*
7. Amendment to a Non-Exclusive License Agreement – T Mobile.  
*T-Mobile has requested an amendment to their wireless antenna License Agreement for the Lies Road water tower to allow them to install conduit for fiber optic cabling to their antenna).*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

APRIL 18, 2011

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

8. Award of Contract – Wireless Voice/Data Service.  
*Staff recommends award of contract for wireless and data services and the installation of a bi-directional antenna to Sprint which will lower annual operating costs and provide free phone upgrades.*
9. Award of Contract for the 2011 Asphalt Rejuvenator Project and Request to Waive Bidding.  
*Village staff recommends bidding process be waived and the contract be awarded to American Road Maintenance in the amount of \$209,000.*

#### **H. ORDINANCES:**

1. Ordinance No. \_\_\_\_\_, Extending the Period of Participation in the Intergovernmental Personnel Benefit Cooperative for a Period of Three Additional Years.  
*Recommendation to renew participation in the IPBC benefits pool to provide employee health, life and dental insurance.*
2. Ordinance No. \_\_\_\_\_, Granting a Variation for Lot Coverage (542 Aztec Drive).  
*See E1a.*
3. Ordinance No. \_\_\_\_\_, Amending the Provisions of Chapter 1, Article 6 and Chapter 2, Article 4 of the Carol Stream Code of Ordinances.  
*An ordinance proposing the elimination of the Deputy Village Clerk position with staffing from the Village Manager's Office.*
4. Ordinance No. \_\_\_\_\_, Amending Chapter 6, Article II (Sign Code) and Chapter 6, Article 13 (Fee Schedule) of the Carol Stream Municipal Code (Sign Code). *See E1b*
5. Ordinance No. \_\_\_\_\_, Reserving Volume Cap in Connection with Private Activity Bond Issues and Related Matters.  
*The Village receives an annual allocation of bonding authority which can be used as an economic development tool to sponsor tax exempt financing for private development projects. The Village must reserve this volume cap by May 1<sup>st</sup> each year otherwise it is forfeited to the State. The Village has no obligation on the repayment of any private activity bonds which may ultimately be issued.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

APRIL 18, 2011

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

#### **I. RESOLUTIONS:**

1. Resolution No. \_\_\_\_\_, Authorizing the Execution of an Intergovernmental Agreement By and Between the Village of Carol Stream and the Wayne Township Road District (WTRD) for the Fair Oaks Road Local Area Pavement Preservation (LAPP) Project.  
*Village Staff is recommending the approval of an IGA with the WTRD for the rehabilitation of Fair Oaks Road funded partially by \$612,000 from the LAPP Program. The Village's cost is estimated at \$190,270 and the WTRD at \$168,730.*

#### **J. NEW BUSINESS:**

#### **K. PAYMENT OF BILLS:**

1. Regular Bills:
2. Addendum Warrant:

#### **L. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End March 31, 2011.

#### **M. EXECUTIVE SESSION:**

1. Deliberations Concerning Salary Schedules for One or More Classes of Employees.
2. Collective Negotiating Matters.

#### **N. ADJOURNMENT:**

**LAST ORDINANCE: 2011-04-07**

**LAST RESOLUTION: 2526**

**NEXT ORDINANCE: 2011-04-08**

**NEXT RESOLUTION: 2527**

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

**April 4, 2011**

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, Trustees Tony Manzzullo, Don Weiss, Greg Schwarze, Matt McCarthy, Rick Gieser & Pam Fenner  
 Absent: None  
 Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorneys Jim Rhodes and Jason Guisinger, Village Clerk Beth Melody & Deputy Clerk Wynne Progar

Mayor Saverino led those in attendance in the Pledge of Allegiance.

**MINUTES:**

Trustee McCarthy moved and Trustee Fenner made the second to approve the Minutes of the Board Meeting and Special Meeting of March 21, 2011. The results of the roll call vote were:

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

**AUDIENCE PARTICIPATION & PUBLIC HEARINGS:**

**Resolution 2523**, A Resolution Honoring Charles Ranweiller for his 25 Years of Service with the Village of Carol Stream Police Department was read by Trustee McCarthy.

**A Proclamation Honoring the Outreach Community Center on their 25<sup>th</sup>** was read by Trustee Weiss and Del Robinson thanked the Mayor and Trustees for the support that the Village has always provided and hopes that the relationship will continue into the future.

**Proclamation Declaring April 11-15, 2011 Tornado Preparedness Week** was read by Trustee Schwarze.

**Proclamation Declaring National Public Safety Telecommunications Week** was read by Trustee Gieser.

**Proclamation Declaring the Month of April as Child Abuse Prevention Month** was read by Trustee Manzzullo. A representative of the Carol Stream Woman's Club thanked the Mayor and the Trustees for allowing them to put blue ribbons on the trees around the Municipal Center. They also have permission to place the blue ribbons on trees at the Library, the Park District, School District 93, Benjamin School and District 25.

Trustee Fenner moved and Trustee McCarthy made the second to put Resolution 2523 and the proclamations on the Consent Agenda. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays: 0

**PUBLIC HEARING:****Annual Budget for the 2011-12 Fiscal Year Beginning May 1, 2011**

Trustee Gieser moved and Trustee Schwarze made the second to open the Public Hearing. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays: 0

There were no comments or questions from those in attendance at the call for public hearing. Attorney Rhodes stated that there was a notice published for the public hearing on March 28, 2011 in the Daily Herald indicating that the hearing would take place on this date. The copy of the notice is introduced as Exhibit A and that copies of the budget were available at the Municipal Center and at the Library.

Trustee Weiss moved and Trustee McCarthy made the second to close the Public Hearing. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays: 0

**CONSENT AGENDA:**

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

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays: 0

Trustee Manzullo moved and Trustee Fenner made the second to put the following items on the Consent Agenda for this meeting. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays: 0

1. Purchase of Interoperable Radios and Accessories
2. Award of Contract – WRC Management and Operations
3. Award of Contract – Landscape Maintenance – Continued to next meeting
4. Ordinance 2011-04-06 – Adopt Annual Budget
5. Ordinance 2011-04007 – Amend Section 13-3-13 – water & sewer rates
6. Resolution 2524: Declare Surplus Property
7. Resolution 2525: Support Application for Block Grant – Disaster Recovery Program Grant
8. Resolution 2526: Adopt 2011-2012 Employee Compensation Plan

9. Temporary Waiver of Zoning Code Requirements – Walgreens – 540 Schmale Rd.
10. Regular Bills, Addendum Warrant of Bills

Trustee McCarthy moved and Trustee Fenner made the second to approve the items on the Consent Agenda for this meeting by omnibus vote. The results of the roll call vote were:

Ayes:           6       Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays:           0

The following is a brief description of those items approved on the Consent Agenda for this meeting.

**Purchase of Interoperable Radios and Accessories:**

The Board approved the purchase of 11 interoperable radios and accessories, to be paid for with DCEO grant funds.

**Award of Contract – WRC Management and Operations:**

The Board awarded a contract to Operations Management International, Inc. (OMI) for the management and operation of the Water Reclamation Center (WRC) for the first year amount of \$1,619,130. Gary Wood, regional manager thanked the Board for the new contract and said they enjoyed working with the Village.

**Award of Contract – Landscape Maintenance – Continued to next meeting:**

Trustee McCarthy moved and Trustee Manzullo made the second to continue this to the next meeting. The results of the roll call vote were:

Ayes:           6       Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays:           0

**Ordinance 2011-04-06 – Adopt Annual Budget:**

The Board adopted Ordinance 2011-04-06, An Ordinance Adopting the Annual Budget for the Village of Carol Stream in the Amount of \$43,114,482. for the FY 2011-12 Fiscal Year Beginning May 1, 2011 and Ending April 30, 2012.

**Ordinance 2011-04-07 – Amend Section 13-3-13 – water & sewer rates:**

The Board adopted Ordinance 2011-04-07, AN ORDINANCE AMENDING SECTION 13-3-13 OF THE VILLAGE CODE PERTAINING TO WATER AND SEWER RATES.

Trustee McCarthy noted that the increase in water rates is the same amount that is being increased by the Water Commission.

**Resolution 2524: Declare Surplus Property:**

The Board adopted Resolution 2524. A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM (Police Vehicles)

**Resolution 2525: Support Application for Block Grant – Disaster Recovery Program Grant:**

The Board adopted Resolution 2525, A RESOLUTION SUPPORTING THE APPLICATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM GRANT.

**Resolution 2526: Adopt 2011-2012 Employee Compensation Plan:**

The Board adopted Resolution 2526, A RESOLUTION ADOPTING THE 2011-2012 EMPLOYEE COMPENSATION PLAN FOR THE VILLAGE OF CAROL STREAM.

**Temporary Waiver of Zoning Code Requirements – Walgreens – 540 Schmale Rd.:**

The Board approved a temporary waiver to the code of ordinances to allow propane tanks to be stored and displayed outdoors on the Walgreens property at 540 Fullerton Avenue in a cage on the sidewalk beneath the building overhang, for a period not to exceed 120 days.

**Regular Bills, Addendum Warrant of Bills:**

The Board approved the payment of the Regular Bills in the amount of \$124,890.49.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$640,177.86.

**REPORT OF OFFICERS:**

Trustee Manzullo congratulated Officer Ranweiler and also the Outreach Community Center on their 25<sup>th</sup> Anniversary. He noted that on April 12<sup>th</sup> there will be a senior resource clinic held here at the municipal center that will provide information about Medicare part D, social security, DuPage Senior activities and respite care. There will be additional clinics on the second Tuesday of each month at 10:00 a.m. Trustee Manzullo encouraged everyone to get out and vote. Information can be had by calling 630 871-6280. He finished by asking everyone to pray for our troops and their families.

Trustee McCarthy thanked Officer Ranweiler for his service. He asked that everyone get out and vote and he reminded parents to check on the safety equipment on bikes and helmets and jackets to be sure they have reflectors on everything and he asked drivers to slow down and watch for the kids.

Trustee Fenner said that the Town Hall meeting will be held at Fire Station #1, on Kuhn Road at 7:00 p.m. for the results and suggestions from the Disaster Committee. She invited everyone to attend.

Trustee Schwarze congratulated Officer Ranweiler and he said that the thunder and lightening that can come ahead of a tornado are the second cause of death. He said that he hopes that all of the coaches of the baseball teams will make sure that all of the players get to shelter when lightening strikes. He ended by asking everyone to Shop Carol Stream.

Trustee Gieser said that the 4<sup>th</sup> of July Parade Committee will have another fund raiser on April 21<sup>st</sup>.

Village Clerk Melody congratulated Officer Ranweiler and reminded everyone to get out and vote tomorrow.

Attorney Rhodes said that the paperwork for the sale of the Town Center property to the Park District should be completed by the end of the week and the Village can look for a nice deposit of funds at the completion.

Mr. Breinig said that there will be a major recycling event on May 7<sup>th</sup> for 9:00 a.m. to noon. Record shredding, computer and electronics will be accepted and a new item, bikes and wheel chairs will also be accepted.



Mayor Saverino congratulated Officer Ranweiler and asked everyone to get out to vote. He said that he needs a motion to move to executive session to discuss Employment, Appointment/dismissal of a specific employee, and to adjourn directly from that session without taking any further action. Trustee Schwarze moved and Trustee McCarthy made the second. The results of the roll call vote were:

Ayes:           6       Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser  
                               & Fenner  
Nays:            0

FOR THE BOARD OF TRUSTEES

---

Frank Saverino, Mayor

---

Beth Melody, Village Clerk

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

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

**April 11, 2011**

Chairman David Michaelsen called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Chairman Dave Michaelsen and Commissioners David Hennessey, Timothy McNally, Angelo Christopher, and Ralph Smoot

Absent: Commissioners Dee Spink and Frank Petella

Also Present: Don Bastian, Assistant Community Development Director, Bob Glee, Community Development Director and Linda Damron, Secretary

**MINUTES:**

Commissioner McNally moved and Commissioner Hennessey made the second to approve the minutes of the meeting of March 14, 2011, as amended, to reflect that Commissioner Smoot was present at the meeting. The results of the roll call vote were:

Ayes: 5 Commissioners Smoot, Christopher, McNally, Hennessey and Chairman Michaelsen

Nays: 0

Abstain: 0

Absent: 2 Commissioners Petella and Spink

**PUBLIC HEARING:**

Commissioner Smoot moved and Commissioner Hennessey made the second to open the Public Hearing. The motion passed by unanimous voice vote.

**Case # 11083 Josh Delpierre – 542 Aztec Drive  
Variation – Lot Coverage**

Chairman Michaelsen swore in the witness, Josh Delpierre, Champion Windows, 549 West Lake Street, Elmhurst, IL 60126.

Josh Delpierre from Champion Windows is representing the homeowner Mr. Daoud. They are asking for a variance from lot coverage, to go from 30% to 35.2%, in order to construct a three-season room addition (16 x 16) that is going to take the place of an existing 15 x 12 deck. Also as part of this project they will be removing an existing sunroom and keeping the trench and slab to use a patio. The current sunroom is one step down level with grade, which is inaccessible via a wheelchair. The proposed three-season addition will be level with the house to make it wheelchair accessible.

Assistant Community Development Director Don Bastian stated the request is for a lot coverage variation to allow a new 16 X 16 three-season room to be built onto the rear of the

home. As noted, an exiting 180 square-foot wooden deck and 172 square-foot three-season room would be demolished. To allow the three-season room to be built a variation is needed. If the variation is approved lot coverage would be 35.2%. In the R-2 district lot coverage is not allowed to exceed 30%, except that for wooden decks and swimming pools, lot coverage may increase to 35%. Mr. Delpierre has explained some of the challenges with the existing three-season room in terms of accessibility to a wheelchair and the proposed three-season room would have the same finished floor as the house itself, so the accessibility issue would go away. With respect to single family residential variations, the Plan Commission/Zoning Board of Appeals has typically been willing to only to support these types of variations in cases in which the applicant has demonstrated a specific hardship or a practical difficulty. In contrast, the Zoning Board of Appeals usually recommends denial for cases in which no hardship or practical difficulty exists. Staff has researched previous zoning variation cases that have come before the Plan Commission/Zoning Board of Appeals to determine situations the Plan Commission/Zoning Board of Appeals has viewed to be hardships or practical difficulties. These have included health or medical conditions of one or more occupants of the home, flooding conditions related to existing or proposed structures, and extreme topography or grading issues. In this case the applicant has presented the situation with respect to the inaccessibility to the existing three-season room that is why they are asking for a lot coverage variation to go to 35.2%. In this case if the Plan Commission wishes to recommend approval of the variation, staff recommends it be approved with the conditions listed in the staff report.

Chairman Michaelsen asked if anyone from the audience had any questions, there were no questions from the audience. Chairman Michaelsen asked if any of his fellow Commissioners had any questions, Commissioners McNally and Smoot had no questions. Commissioner Hennessey asked if the existing three-season room would be demolished and the new three-season room would go where the deck currently is and the previous three-season room would become a patio area. Petitioner Josh Delpierre answered yes. Commissioner Christopher asked what the length of the ramp would be. Petitioner Josh Delpierre said it would be 8 to 10 feet. Commissioner Christopher asked if the ramp would meet the ADA requirements. Mr. Bastian said the ramp would be reviewed during the permit plan review. Chairman Michaelsen asked if the ramp is staying. Petitioner Josh Delpierre said the ramp would stay for the time being and Mr. Daoud is going to have someone build a new ramp. Chairman Michaelsen asked if the three-season room would have windows and doors in it. Petitioner Josh Delpierre answered yes. Chairman Michaelsen stated the staff recommendations are that the existing paver blocks immediately to the west be removed. Mr. Bastian stated yes that the paver blocks to the immediate west would be removed. The petitioner did agree to this to make the request of the variation as small as possible. Chairman Michaelsen asked if there are any issues with flooding. The Mr. Daoud answered no.

Commissioner Christopher moved and Commissioner Smoot made the second to recommend approval of the request for lot coverage variations, subject to the conditions contained in the staff report, for the Josh Delpierre, 542 Aztec Drive. The results of the roll call vote were:

Ayes: 5 Chairman Michaelsen and Commissioners Christopher, Smoot, McNally and Hennessey  
 Nays: 0  
 Absent: 2 Commissioner Spink and Petella

Mr. Bastian reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on April 18, 2011, at which time the Board would take final action on the matter.

Commissioner Hennessey moved and Commissioner Smoot made the second to close the Public Hearing. The motion passed by unanimous voice vote.

#### **PRESENTATION:**

**Case # 11083: American Sale Corporation / Tim Gutraj - 320 Army Trail Road  
Planned Unit Development Plan – Minor Modifications**

Chairman Michaelsen swore in the witness, Tim Gutraj, 8401 W. 185<sup>th</sup> Street, Tinley Park, IL 60487.

Tim Gutraj stated he is representing American Sale Corporation to request minor modifications to the Planned Unit Development Plan to allow them to conduct two tent sales and two truckload sales per year and to be allowed to display some merchandise on the sidewalk in front of the store.

Assistant Community Development Director Don Bastian stated that American Sale will be occupying 40,000 square feet building formerly anchored by Bassett Furniture at 310-330 Army Trail Road. The Village is very pleased that American Sale will be occupying the space. American Sale is looking for flexibility with respect to displaying merchandise outdoors on the sidewalk in front of the store, they are also looking for permission to have four special sale events during the course of the year – two, four day tent sales and two, seven day truckload sales. In total what they are asking for can be handled as minor modification to the Planned United Development for this property. The Plan Commission has the authority to grant the approval and it would not have to go the Village Board.

This will be the eighth American Sale store in Illinois. The type of merchandise that American Sale sells are pools, barbeque grills, patio furniture, indoor/outdoor recreational products and seasonal items. They wish to have merchandise outdoors on the sidewalk in front of their tenant space only. They would also like to have two tent sales a year and two truckload sales a year. Mr. Bastian went on to explain that in the Business Zoning District, all business service, storage and merchandise display must take place inside the building. If the business wants to have merchandise outside they need to request a variation from this provision or if the property was approved as part of the PUD that sort of relieve can be granted through the PUD process. The Village has granted approvals both ways. Some of you may recall when we had an Eagle Food Store on Geneva Road that had a variance for the display of plants and landscaping items and the 7-Eleven/Citgo on Geneva Road had a variance for firewood, mulch, and landscaping items. For properties approved as PUD, the aspect of outdoor merchandise display is evaluated during the review of the PUD Plan. Properties that have permission to store merchandise outdoors through the PUD process include Home Depot, Lowe's and Dominick's.

The main factors that staff considers in evaluating the types of requests for outdoor merchandise display includes the aesthetic factors of the merchandise displays, impacts on surrounding properties, and weather the display would compromise safe traffic circulation or pedestrian accessibility. American Sale wishes to display their merchandise on the sidewalk in front of their tenant space. Mr. Gutraj said it would be limited to merchandise that typically is used or kept outdoors. Mr. Bastian had one clarification he wanted to make in that the sidewalk is generally 11 feet wide, although the width decreases to 9.5 feet at the locations where the building columns project out from the face of the building. The Illinois Accessibility Code requires at least 36 inches be kept clear to be used by pedestrian traffic. Staff is

comfortable going with the 36 inches. The 36 inches is what the Illinois Accessibility Code requires and we feel we do not want be more restrictive than that. Staff is in support of the request having the merchandise outdoor subject to the conditions, plus the provision to have the clear zone for pedestrian traffic to be 3 feet wide as opposed to 4 feet wide as mentioned in the staff report.

With respect to the Special Sale Events, American Sale is requesting permission to have four special events per year, two, four day tent sales and two, seven day truckload sales. American Sale would be installing a 20 by 40 foot open sided tent in the location shown on the survey in the staff report, for up to seven days, two times a year. Merchandise placed in the tent is typically close-out furniture set, open box values of assorted items such as tables, chairs, pool filters and barbeque grills. American Sale employees would staff the tent during store hours; all sale transactions would take place within the store. Staff and the Fire District support this event as proposed. It should be noted, however, the American Sale will need to provide information to the Fire District regarding the merchandise layout within the tent to ensure that proper egress will be maintained.

With respect to the truckload sale, American Sale wishes to park an American Sale trailer in the parking lot twice a year with a banner on it saying "truckload sale event". There would be no other merchandise placed outside, the placement of the trailer would be for advertising proposes only. American Sale would still need to get permits for the different types of signage. Staff is recommending approval of all the minor PUD requests to allow outdoor merchandise display and the four annual special events, subject to the conditions in the report, with the change of the clear space on the sidewalk from 4 feet to 3 feet in width.

Chairman Michaelsen asked if any of his fellow Commissioners had any questions, Commissioners McNally had no questions.

Commissioner Christopher asked if the 3 feet span would be measured from the curb side. Mr. Bastian said it would be and there are depressed ramps to get people onto the sidewalk. Mr. Bastian also noted that the 3 foot clear zone would have to go around the ramps as well.

Commissioner Hennessey asked when American Sales has tent sale where would it be setup. Petitioner Tim Gutraj stated it would be setup in the parking lot. Commissioner Hennessey asked if they ever had problems with parking, the reason is that the parking lot at this location doesn't seem as large as your other locations. Petitioner Tim Gutraj stated that he thought there would be adequate parking at this location.

Commissioner Smoot asked how long the truck load sales would last. Petitioner Tim Gutraj stated the truck would be there for seven days and the sale would be a four day event.

Chairman Michaelsen wanted to know what types of merchandise would be on the side walk and how much space they would be taking up. Petitioner Tim Gutraj said they would be taking up about 8 feet and the types of merchandise would be tables, chairs, barbeque grills, park benches and swing sets. Chairman Michaelsen asked if it would be left outside at night. Petitioner Tim Gutraj stated that it would depend on the product, larger items would be left outside, items that could not be locked down would be brought back into the store at night. Chairman Michaelsen wanted if the item left outside at night would be prevented from being blown around by the wind. Petitioner Tim Gutraj stated it would be anchored down, any items that could not be anchored would be brought in the store at night. Chairman Michaelsen asked if the truck for the truckload sale was a 40 foot truck trailer with the American Sale sign on it. Petitioner Tim Gutraj stated it is and it would have the American Sale logo on it. Mr.

Gutraj also stated the truck would not have any merchandise in it; it is for advertising proposes only. Chairman Michaelsen asked Mr. Bastian if American Sale would be required to have outdoor facilities during these events. Mr. Bastian said outside facilities would not be required.

Commissioner Hennessey moved and Commissioner McNally made the second to recommend approval the Planned Unit Development Plan - Minor Modifications subject to staff recommendations. The results of the roll call vote were:

Ayes: 5 Chairman Michaelsen and Commissioners Christopher, Smoot, McNally and Hennessey

Nays: 0

Absent: 2 Commissioner Spink and Petella

#### **PRESENTATION:**

**Case # 11062: Village of Carol Stream – 500 N. Gary Avenue  
Text Amendments – Sign Code**

Chairman Michaelsen swore in the witness, Community Development Director Robert Glees, 500 N. Gary Avenue, Carol Stream IL 60188.

Staff has received direction from the Plan Commission / Zoning Board of Appeals (PC/ZBA) and the Village Board to evaluate the requirements of the Sign Code with respect to certain types of variation requests, and to suggest text amendments where appropriate. Two aspects of the Sign Code which generate frequent requests for variation were cited: the number and sizes of menu board signs in drive-up window lanes, and the area and locational requirements for commercial wall signs.

This is in keeping with initiatives implemented in Community Development during recent years that have resulted in more responsive development approval processes and better customer service.

Staff has conducted a thorough review of the Sign Code, and we are recommending a number of revisions that should improve the Village's ability to approve reasonable sign permit requests without the need for special approvals via the public review process. We are also taking this opportunity to implement certain minor revisions that will provide better clarity to the Sign Code.

Each proposed text amendment is presented in this report, with a staff evaluation. In past text amendment cases which involved relatively few revisions, each proposed text amendment was discussed and presented individually; however, in this case staff has chosen to present the proposed text amendments as a comprehensive set of revisions to the Sign Code. We believe the PC/ZBA will find it easier to review the code in this manner, as the context of each section of the Sign Code will be maintained. Although certain changes may result in revisions to several sections of the Sign Code, the proposed revisions are discussed and presented individually in the staff report itself.

**PROPOSED SIGN CODE AMENDMENT #1 – GARY AVENUE AND NORTH AVENUE CORRIDOR REQUIREMENTS**

**Purpose of proposed amendment:** To clarify the intent of the Gary Avenue and North Avenue Corridor regulations with respect to signage.

**New text:** §6-11-3(E).

**Staff evaluation:** Other than a passing reference to "signage" in §16-5-6(N) of the Zoning Code, the Sign Code and Zoning Code are silent on the subject of signs conforming with the Gary Avenue and North Avenue Corridor Regulations. Staff believes that signage is an element of the appearance of a property, and so it is appropriate to hold signage to the higher standards of the two corridors. We propose to add clarification to the Sign Code that would maintain the present requirements, which are that signage for new construction is subject to corridor review before the Plan Commission, but face changes are not. To be specific, signage for all **new construction** (ground signs and wall signs) and the **complete replacement of existing ground signs** require corridor review; however, wall signage for existing properties is reviewed administratively in accordance with corridor standards. Sign face changes and temporary signs are not subject to corridor standards.

After a question from Commissioner McNally as to whether this would create any undesirable precedent, the Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #2 – CALCULATION OF SIGN AREA**

**Purpose of proposed amendment:** To change the methodology of wall sign area calculation so that blank wall between separate signs is no longer included.

**Amended text:** §6-11-6(B)(2).

**Staff evaluation:** This is one of the requirements of the Sign Code specifically mentioned as needing revision. The PC/ZBA has recommended, and the Village Board approved, variations from this requirement several times in the recent past. Many communities have done away with this restriction, and staff supports its deletion from the Carol Stream Sign Code.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #3 – LOCATION OF WALL SIGNS**

**Purpose of proposed amendment:** To delete the requirement that multiple wall signs cannot extend above or below the largest wall sign.

**Amended text:** §6-11-6(B)(2).

**Staff evaluation:** This is another requirement of the Sign Code specifically mentioned as needing revision. The PC/ZBA has recommended, and the Village Board approved, variations from this requirement several times in the recent past. This is not a common requirement among neighboring communities, and staff supports its deletion.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #4 – TERM OF TEMPORARY SIGN PERMITS**

**Purpose of proposed amendment:** To change the term of temporary signs (except banners) from six months to 12 months, so as to be less burdensome to business and be consistent with the term of building permits in general. Permit renewals would not require approval from the Plan Commission.

**Amended text:** §6-11-8, §6-11-9.

**Staff evaluation:** Staff believes it is unnecessary to require frequent renewals of temporary signs, and that the requirement for Plan Commission approval of permit extensions is unreasonably burdensome to businesses. In addition, we would observe that the terms of the various types of temporary signs need not differ, and that much of the information contained in §6-11-9 is redundant with §6-11-8. For simplicity, the two sections have been combined. (Proposed Amendment #5 would create a new §6-11-9 to provide standards for event signage.) The proposed text amendment would change the permit duration for all temporary signs other than banners to a consistent 12 months, and would remove the requirement for Plan Commission approval of permit extensions. Also, permits would not be required for residential model signs.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #5 – CREATE STANDARDS FOR SPECIAL EVENT SIGNAGE**

**Purpose of proposed amendment:** To create signage standards for occasional events such as grand openings or promotional events, so that such signage can be approved administratively.

**New text:** New §6-11-9. Contains text relocated from §6-11-15(B)(7), §6-11-16(D), and §6-11-17(K).

**Staff evaluation:** A new §6-11-9 is proposed to provide standards for special event signage, and much of the proposed text for new §6-11-9 has been relocated from the special event sign sections for governmental agencies and not-for-profits, new residential subdivisions, and business grand openings. The significant change that staff is recommending is that items that have been approved by the Plan Commission or the Village Board for grand openings be incorporated into the new standards so they may be approved administratively, which would be much more responsive to the needs of businesses. With the proposed text amendment, inflatables, balloons, streamers, pennants and vehicle signs would be permitted as part of grand opening event signage, and all but inflatables would be permitted as part of business event signage. In addition, such events would also be allowed in the industrial zoning district. Finally, the duration of a grand opening event would be reduced from four weeks to one week, and businesses would be allowed to have up to two business events per year. We would also note that the proposed amendment would reduce the allowable duration for promotional events for residential subdivisions from four per year at 30 days each to two per year at 15 days each, to agree with the allowable duration for business events

Commissioner Hennessey suggested that grand opening events should be allowed for 30 days. With this change, the Plan Commission indicated unanimous support of this amendment.



**PROPOSED SIGN CODE AMENDMENT #6 – UPDATE THE LIST OF PROHIBITED SIGNS**

**Purpose of proposed amendment:** To remove awning signs, canopy signs and changeable copy signs from the list of prohibited signs, because such signs are not prohibited.

**Amended text:** §6-11-10.

**Staff evaluation:** Awning signs, canopy signs and changeable copy signs are not prohibited in Carol Stream, and in fact are permitted in all zoning districts. The proposed amendment would remove them from the list of prohibited signs in §6-11-10.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #7 – CLARIFY THE STANDARDS FOR SIGHT OBSTRUCTIONS**

**Purpose of proposed amendment:** To clarify the purpose and intent of the Sign Code with respect to sight obstructions. This issue is addressed in §6-11-11(C) regarding the placement of signs on lots, as well as in §6-11-15(B)(10) regarding signs that regulate on-premises traffic and parking.

**Amended text:** §6-11-11(C), new §6-11-15(B)(9) and §6-11-26(A).

**Staff evaluation:** Staff believes the current language in §6-11-11 could be clearer, and that §6-11-11(C) and §6-11-15(B)(9) should be consistent with each other. The proposed amendment would replace the existing text with clearer language, and would add a definition for "sight triangle" to §6-11-26(A).

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #8 – UPDATE THE STANDARDS FOR CHANGEABLE COPY SIGNS**

**Purpose of proposed amendment:** To clarify the different requirements for a changeable copy wall sign and a changeable copy ground sign.

**Amended text:** §6-11-12(B).

**Staff evaluation:** Staff believes the current language in §6-11-12(B) should more clearly address the differing requirements for changeable copy on ground signs, wall signs and window signs. With the proposed amendment, this section has been reorganized so as to be clearer to the reader. Also, a provision has been added stating that a permanent portion would not be required on a changeable copy wall sign if the name and/or logo is already provided on another sign on the same façade.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #9 – ELIMINATE REDUNDANT TEXT  
PERTAINING TO NAME AND ADDRESS  
PLATES**

**Purpose of proposed amendment:** To clarify redundant text.

**Amended text:** §6-11-15(B)(1) and new §6-11-16(F)(1).

**Staff evaluation:** The current code addresses name and address plates in §6-11-15, Signs Permitted In All Districts, and §6-11-16, Signs In The Residential Zones. Staff believes the intent of the existing text is to address non-residential name and address plates in §6-11-15 and residential address plates in §6-11-16. However, the standards contained in the two sections are somewhat ambiguous and inconsistent. The proposed revisions would clearly give the standards for name and address plates in the different zoning districts, and would specify the allowable sizes of such signs. Staff proposes that the allowable size of one-and-two-family residential signs should be increased slightly to allow for the sizes currently available in the marketplace.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #10 – ALLOW INCREASED AREA FOR WALL  
SIGNS DENOTING SECTIONS OF A  
BUILDING**

**Purpose of proposed amendment:** To recognize that such signs, when located on the walls of larger buildings, need to be larger than six square feet in order to be visible.

**Amended text:** New §6-11-15(B)(9).

**Staff evaluation:** The Plan Commission and Village Board recently approved a Sign Code variation for an employee entrance sign on a large industrial building to be 27 square feet in area, as opposed to the maximum allowable area of six feet for such signs. The standards for such signs are included in the section of the Sign Code that addresses signs permitted in all zoning districts and for which a permit is not required; however, the maximum size of such signs is only six square feet. The proposed text amendment would allow wall signs used for such purposes to have an area greater than six square feet, but a permit would be required and the sign area would need to meet the area requirements for wall signs in the particular zoning district. Such signs that are smaller than six square feet would continue to be allowed without a permit.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #11 – DELETE CERTAIN RESTRICTIONS  
PERTAINING TO AWNING SIGNS AND  
CANOPY SIGNS, CLARIFIED  
STANDARDS FOR WALL SIGNS IN  
RESIDENTIAL DISTRICTS**

**Purpose of proposed amendment:** To delete certain restrictions pertaining to signs located on awnings and canopies, and to clarify the standards for wall signs for non-residential uses in the residential districts.

**Amended text:** New §6-11-16(D), §6-11-16(E)(1), §6-11-17(F), §6-11-18(E), and §6-11-19(E).

**Staff evaluation:** The current Sign Code places a number of regulations on awning signs and canopy signs, and staff believes some of the regulations are unnecessary and overly restrictive. These include:

- Cannot extend beyond the edge of the awning or canopy
- Must be the sole wall signage on the façade
- Signage may not be located on more than two sides of an awning or canopy.

The proposed text amendment would eliminate these three restrictions. In addition, the proposed amendment adds clarification to §6-11-16(E)(1) by indicating that wall signs for non-residential uses in residential districts (i.e. churches, cemeteries, golf courses) must meet the same standards as the B-4 zoning district, including the maximum façade coverage of 8% rather than 10%.

The Plan Commission indicated unanimous support of this amendment.

**PROPOSED SIGN CODE AMENDMENT #12 – REVISE THE REQUIREMENTS FOR TEMPORARY REAL ESTATE SIGNS AND CONSTRUCTION SIGNS**

**Purpose of proposed amendment:** To revise the height and area requirements for temporary real estate signs and construction signs.

**Amended text:** New §6-11-16(F)(2), §6-11-17(I and J), §6-11-18(F and G), §6-11-19(G and H).

**Staff evaluation:** The Sign Code's text pertaining to temporary real estate signs differs among the various sections of the Code for the different zoning districts. The proposed revisions would create consistency in language, and would not change the current requirements. With respect to temporary construction signs, staff has found that the Sign Code's standards are somewhat restrictive as compared with neighboring communities. The proposed text amendment would increase the allowable height and area of such signs. A summary is as follows:

Zoning Districts	Real Estate Signs		Construction Signs	
	Current	Proposed	Current	Proposed
Residential				
Area	6 sf	6 sf	6 sf	16 sf
Height	No standard	No standard	No standard	6 feet
B-1, B-2, B-3				
Area	10 sf/ acre, 200 sf max	20 sf, increasing to 10 sf/acre 200 sf max	20 sf	32 sf
Height	10 feet	10 feet	6 feet	8 feet
B-4				
Area	10 sf/ acre, 200 sf max	20 sf, increasing to 10 sf/acre 200 sf max	20 sf	32 sf
Height	10 feet	10 feet	6 feet	8 feet

Industrial	Area	10 sf/ acre, 200 sf max	20 sf, increasing to 10 sf/acre 200 sf max	20 sf	32 sf
	Height	10 feet	10 feet	6 feet	8 feet

The Plan Commission indicated unanimous support of this amendment.

### **PROPOSED SIGN CODE AMENDMENT #13 – UPDATE THE STANDARDS FOR MENU BOARD SIGNS**

**Purpose of proposed amendment:** To update the standards for menu board signs located at drive-up window lanes, in order to reflect modern designs for such facilities.

**Amended text:** §6-11-17(H).

**Staff evaluation:** This is another section of the Sign Code specifically mentioned as needing revision. The PC/ZBA has recommended, and the Village Board approved, variations from the height and area requirements of this section several times in the recent past, which reflects the fact that the design of drive-through lanes has changed and improved over the years. The proposed text amendment would be consistent with variations approved by the Village.

The Plan Commission indicated unanimous support of this amendment.

### **PROPOSED SIGN CODE AMENDMENT #14 – MISCELLANEOUS REVISIONS**

**Purpose of proposed amendment:** To revise various items in the Sign Code for purposes of consistency and clarity.

**Amended text:** Various sections.

**Staff evaluation:**

- a. Added, deleted or revised text for purpose of clarity – various locations.
- b. Deleted the minimum size requirement for flags, pennants and insignias in §6-11-15(B)(4), created a maximum size requirement consistent with §6-11-15(B)(5).
- c. Moved temporary residential model signs to new §6-11-16(F), so that such signs no longer require a permit.
- d. Added definitions for community message board and bulletin board.
- e. Deleted regulatory standards from the definitions for wall sign, awning sign and canopy sign, moved such standards to the body of the Sign Code.
- f. Deleted historic references to specific variations granted in §6-11-20(B).
- g. Changed “variance” to “variation” for consistency, and also to agree with the Zoning Code.
- h. Added cross-references where helpful.
- i. Eliminated the requirement for a 2-foot clearance beneath ground signs.
- j. Eliminated Plan Commission review of temporary residential marketing signs at PUDs or residential subdivisions (§6-11-16(C)).

The Plan Commission indicated unanimous support of this amendment.

## **FUTURE SIGN CODE AMENDMENTS**

Staff would note that certain issues exist which have not been addressed as part of this set of text amendments, the most significant of which being the development of standards for video signs and the height and area requirements for ground signs and directory signs. These issues remain for a future amendment because the purpose of this project is to address more immediate, manageable problems. We would also note, for purpose of information, that we plan to move the Sign Code and the Fence Code into the Zoning Code as part of a future project to adopt the latest building codes.

Chairman Michaelsen and Commissioners Christopher, Smoot, McNally and Hennessey, had one change to the proposed sign code amendment #5 – Standard for Special Event Signage; the Plan Commission/Zoning Board Appeals would like the duration of the grand opening event to be 30 days instead of one week as stated in the staff report.

Commissioner Hennessey moved and Commissioner Christopher made the second to recommend approval the Sign Code - Text Amendments subject to the change in the sign code amendment #5 – Standard for Special Event Signage; the Plan Commission/Zoning Board Appeals would like the duration of the grand opening event to be 30 days instead of one week as stated in the staff report. The results of the roll call vote were:

Ayes: 5 Chairman Michaelsen and Commissioners Christopher, Smoot, McNally and Hennessey

Nays: 0

Absent: 2 Commissioner Spink and Petella

## **NEW BUSINESS:**

## **ADJOURNMENT:**

At 9:00 p.m. Commissioner McNally moved and Commissioner Petella made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Linda Damron  
Community Development Secretary

Minutes approved by Plan Commission on this 25<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
Chairman

# AGENDA ITEM

C-1 4-18-11

## RESOLUTION NO. 2527

### A RESOLUTION COMMENDING RICK GIESER FOR HIS SERVICE TO THE VILLAGE OF CAROL STREAM

WHEREAS, Rick Gieser was appointed to the Board of Fire and Police Commissioners in January 2002 and served until March 2003; and

WHEREAS, Rick Gieser was elected as Village Trustee and served in that position from May 2003 to April 2011; and

WHEREAS, Rick Gieser has served the Village of Carol Stream and its residents extremely well, and has contributed a great many hours of his time for the welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees here publicly commend and thank Rick Gieser on behalf of the citizens of the Village of Carol Stream for his service to the community.

PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Mayor

ATTEST:

---

Beth Melody, Village Clerk


# AGENDA ITEM

*Village of Carol Stream*

*Elg 4-18-11*

## Interdepartmental Memo

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

**FROM:** Donald T. Bastian, Assistant Community Development Director 

**DATE:** April 14, 2011

**RE:** **Agenda Item for the Village Board Meeting of April 18, 2011**  
**PC/ZBA Case 11082, Iyad Daoud – 542 Aztec Drive**  
**Zoning Code Variation – Lot Coverage**

Josh Delpierre of Champion Patio Rooms, on behalf of homeowner Iyad Daoud, has submitted an application for a Zoning Code variation to exceed the 30% maximum allowable lot coverage to accommodate the construction of a new 16 by 16-foot three season room. The existing 172 square foot three-season room, which is not accessible via wheelchair from inside the home, would be demolished, but the homeowner would like to keep the concrete slab upon which this three-season room is built for use as a patio. The new three-season room, which would be accessible from inside the home by wheelchair, would be built at the same general location as the existing 180 square foot deck on the property. To accommodate the proposed improvements and structures, the applicant is seeking a variation to allow lot coverage of 35.2% as opposed to 30%.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on April 8, 2011. At their April 11, 2011, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the variation to allow 35.2% lot coverage, subject to the conditions noted in the staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the variation to allow lot coverage to equal 35.2%, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.


DTB:db

c: Josh Delpierre (via e-mail)  
Iyad Daoud (via e-mail)

T:\Planning\Plan Commission\Staff Reports\2011 Staff Reports\11082a.542Aztec.var.vbmemo.doc

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

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

**FROM:** Donald T. Bastian, Assistant Community Development Director 

**DATE:** April 14, 2011

**RE:** **Agenda Item for the Village Board Meeting of April 18, 2011**  
**PC/ZBA Case 11062, Village of Carol Stream**  
**Sign Code Text Amendments**

---

The Plan Commission/Zoning Board of Appeals (PC/ZBA) and Village Board recently directed staff to prepare amendments to Sign Code regulations that have generated numerous applications for variations from the business community. The two main areas of the Sign Code that have recently prompted several requests for variations involve the regulations pertaining to drive-through menu boards and the area and placement of commercial wall signs.

Staff viewed this initiative as an opportunity to recommend other amendments to the Sign Code so as to be more responsive to the needs of local businesses. This approach is consistent with initiatives implemented in Community Development during recent years that have resulted in more responsive development approval processes and better customer service. While this initiative stops short of being a comprehensive Sign Code overhaul, we believe the proposed amendments will increase staff's ability to approve reasonable sign permit requests without the need for special approvals via the public review process.

In summary, the most significant of the proposed Sign Code Text Amendments would:

- Create regulations for menu board signs that would accommodate the current industry standards for such signs without the need for variations;
- Delete the requirement to include the blank wall area between multiple wall signs in the calculation of wall sign area;
- Delete the requirement that multiple wall signs must be installed at the same horizontal elevation on a building;
- Extend the term for temporary real estate signs from six months to twelve months;
- Create new options and standards for Special Event Signage, including grand opening events, approvable by staff without the need for PC/ZBA or Village Board action;
- Clarify the relationship between the Gary/North Avenue Corridor regulations and the Sign Code.

The staff report presenting the draft Sign Code text amendments was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on April 8, 2011. At their April 11, 2011, meeting, the PC/ZBA recommended approval of the Sign Code Text Amendments by a vote of 5-0.



If the Village Board concurs with the PC/ZBA recommendation regarding the Sign Code Text Amendments, they should approve the Sign Code Text Amendments and adopt the necessary Ordinance.

DTB:db

T:\Planning\Plan Commission\Staff Reports\2011 Staff Reports\11062a.textamend.Sign Code Misc Revisions.vbmemo.doc

*Village of Carol Stream* F-1 4-18-11

**INTER-DEPARTMENTAL MEMO**

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: April 15, 2011

RE: Rejection of Landscape Maintenance Bids

On March 16, sealed bids were opened for landscape maintenance of certain Village properties along with several Park District properties for which they are responsible. **Staff recommends that all bids be rejected for the Village properties and that the formal bidding process be waived.** This will allow staff to negotiate terms, conditions and pricing for the specific landscape maintenance work we need performed and allow us to secure competitive pricing from selected landscape maintenance contractors. A recommendation for selection of a landscape maintenance contractor would be presented to the Village Board at the May 2 Village Board meeting.

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager  
Phil Modaff, Director of Public Works  
Rick Lescher, Buildings & Grounds Maintenance Supervisor

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

**TO:** Mayor and Trustees  
**FROM:** Joseph E. Breinig, Village Manager  
**DATE:** April 13, 2011  
**RE:** Community Development Commission

The Village of Carol Stream is a member of the DuPage County Community Development commission (CDC). Trustee Fenner is currently our representative and also serves on the Executive committee of the CDC. The CDC oversees the expenditure of block grant and other funds. As a member of the CDC the Village has had its population included as part of the county for block grant and other funding. The accompanying letter asks for a determination on the continued inclusion of Carol Stream's population. Staff strongly recommends that the Village take no action and continue to be included as part of the county for the block grant program.

Over the years the Village and several social service agencies servicing its population have received block grant funding. As the letter notes opting out have negative consequences and little benefit. For these reasons staff has recommended that the Village continues to be included in the county's population. If the Village Board concurs, no action is required.

Attachment

# DU PAGE COMMUNITY DEVELOPMENT COMMISSION

April 8, 2011

11/11/11

The Honorable Frank Saverino  
Village of Carol Stream  
500 Gary Avenue  
Carol Stream, IL 60188

## **RE: DuPage County's Requalification as a Community Development Block Grant (CDBG) Program Urban County**

Dear Mayor Saverino:

The Community Development Block Grant (CDBG) program requires that, every three years, DuPage County must requalify as an urban county to receive its block grant. The County is now beginning the process of qualifying for federal fiscal years 2012, 2013, and 2014. This covers the period from October 1, 2011 to September 30, 2014. This process includes notifying each municipality and township of their options to be either included or excluded as part of the DuPage urban county. This letter serves as this notification and provides information regarding your options.

The amount of CDBG funds received by DuPage County from the U.S. Department of Housing and Urban Development (HUD) under the CDBG program is based on population and need. Any municipality wishing not be included in this calculation must notify HUD and the County. We urge you to continue to allow your population to be counted for purposes of the CDBG program as you have for many years. It has helped bring important federal resources to DuPage communities to assist in meeting the needs of low and moderate income residents.

Allowing your population to be counted toward the DuPage program requires no action, and does not obligate you to be a member of the DuPage Community Development Commission or to participate in its programs, but counting your population does give you the option to participate. Below is a description of your options, and what the impact of your choice will be.

### The Impacts of Choosing to be Included or Excluded from the DuPage Urban County

To be included as part of the DuPage urban county for the CDBG program, you do not need to take any action. However, to be excluded requires that you notify the County and HUD that you specifically elect to be excluded from the County for the purposes of urban

**DU PAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES**

**DU PAGE CENTER • 421 N. COUNTY FARM ROAD • WHEATON, IL 60187**

Mary A. Keating, Director

FAX 630-407-6601

630-407-6600

county qualification. This written notice must be sent to the County and to HUD by May 16, 2011.

The advantage of being included in the urban county for CDBG purposes, as well as the impact of choosing not to be included, are summarized below.

1. If you choose to be included in the DuPage urban county for the CDBG program:
  - a. You have the right to be a member of the DuPage Community Development Commission (CDC) giving your municipality direct input (i.e., a vote) in setting policy for the County's CDBG program;
  - b. You will be eligible for grants from the CDC to help finance a wide range of public improvements and programs benefiting residents in your municipality (application can only be made to the CDC and not to the State of Illinois CDBG program);
  - c. You will be eligible to participate in the HOME program (The HOME program is a block grant for housing); and
  - d. You will be a part of the DuPage urban county and would receive the above benefits for the next three Federal Fiscal years (October 2011 to September 2014).
  
2. If you choose to be excluded from the DuPage urban county for the CDBG program:
  - a. You will not be eligible to join the CDC and would be denied direct voting privileges regarding the County's CDBG program, although you may comment;
  - b. You will not be eligible for grants from the CDC for any project or program primarily benefiting your municipality, and you will also not be eligible to receive funds from the State's CDBG program; and
  - c. You will be excluded from the DuPage urban county for the next three years unless you take action at certain specified times to change this decision.

#### Summary and Recommendation

DuPage County is in the process of requalifying as an urban county for the Community Development Block Grant program. The qualification is for the three year period from October 1, 2011 to September 30, 2014. We recommend that you take no action to be excluded from the DuPage urban county.

Communities desiring to be excluded must notify the U. S. Department of Housing and

Urban Development and the County, in writing by May 16, 2011.

If you have any question regarding the above requalification process, your options or the impact of taking any of the actions above, please contact me at 407-6420.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Keating', written in a cursive style.

Mary A Keating, Director  
Community Services

c: Joseph E. Breinig, Village Manager  
Pamela Fenner, Trustee, CDC Representative

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

**TO:** Joe Breinig, Village Manager  
**FROM:** Caryl Rebholz, Employee Relations Director *CR*  
**DATE:** April 12, 2011  
**RE:** **Personnel Manual Revisions**

The following are recommendations for amendment to the Village of Carol Stream Personnel Manual for implementation on 5/1/11. Changes being recommended are addressing pending or potential legal obligations, clarification issues and position eliminations that have occurred over the past several years. Please contact me if you have any questions or concerns regarding these changes.

1. *Page 43, Chapter 5B – Sick Leave:*

Although the existing policy is clear to those that administer it, the following change will be recommended for further clarification:

“Retirement is defined as formal retirement from the Village’s service under the provisions of the appropriate pension program and being eligible ~~for~~ to immediately receive pension benefits thereof.”

2. *Page 46, Chapter 5F – Family & Medical Leave:*

Pursuant to The Illinois Religious Freedom Protection and Civil Union Act, partners that have entered into a formal civil union (procedure yet to be defined by the State of Illinois) will be entitled to the same FMLA rights afforded to a spouse beginning June 1, 2011. Barring additional changes to or a rescission of the law, language will be added to this policy on June 1<sup>st</sup> pursuant to our legal obligation.

3. *Page 55, Chapter 6G – Insurance Upon Retirement*

Although the existing policy is clear to those that administer it, the following change will be recommended for further clarification:

“Retirement is defined as formal retirement from the Village’s service under the provisions of the appropriate pension program and eligibility ~~for~~ to immediately receive pension benefits there from.”

4. Page 56, Chapter 6J – Leave Conversion Upon Requirement

First, the title of this policy is a scrivener's error and should read Leave Conversion Upon Retirement.

Second, while there is no recommendation to change the calculation of leave conversion upon retirement, it is recommended to eliminate the option of spreading the payout over the final four (4) months of employment.

5. Page 64, Appendix A – Non-Exempt Classifications

Based on the fact that the following positions have been removed from the budget, it is recommended to remove these positions from the Personnel Manual:

Assistant Records Supervisor  
Associate Planner  
Code Enforcement Officer (\* to be replaced with Code Professional)  
Crime Prevention Specialist  
Investigative Aide

Additionally, based on a reevaluation of job descriptions, it will be recommended to move the following position to Exempt status:

Water & Sewer Supervisor

6. Page 65, Appendix B – Exempt & Executive Classifications

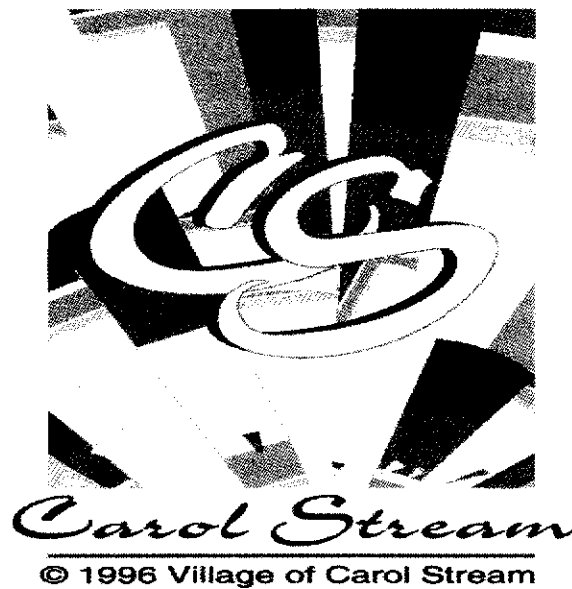
Based on the fact that the following positions have been removed from the budget, it is recommended to remove these positions from the Personnel Manual:

Chief Code Enforcement Officer  
Civil Engineer  
Crime Analyst  
Emergency Management Coordinator  
Employee Relations Coordinator  
Information Systems Coordinator (\* to be replaced with Information Systems Supervisor)  
Lieutenant (\* to be replaced with Commander)  
Public Works Administrative Analyst (\* to be replaced with Assistant Public Works Director)  
Village Planner (\* to be replaced with Assistant Community Development Director)



# VILLAGE OF CAROL STREAM

---



## Personnel Manual

Last Revised May 2011

# VILLAGE OF CAROL STREAM PERSONNEL MANUAL INDEX

## Introduction

Index .....	2
Important Notice about these Policies .....	5
This Personnel Manual .....	6

## Chapter 1 - General Policies

1A. Declaration of Policy .....	8
1B. Management Rights .....	8
1C. Chain of Command .....	9
1D. Political Activity .....	9
1E. Discriminatory Workplace Harassment .....	10
1F. Safety .....	12
1G. Outside Employment .....	13
1H. Medically Restricted Employees .....	14
1I. Employee Association and Affiliations .....	16
1J. Solicitation or Distribution of Printed Material .....	16
1K. Personal use of Village Equipment and Acceptance of Gifts .....	17
1L. Workplace Search .....	17
1M. Acceptance of Gifts or Gratuities .....	17
1N. Village Vehicle Use .....	18
1O. Hours of Work, Reporting Sick and Time Cards .....	19
1P. Drug-Free Workplace .....	20
1Q. Policy Against Workplace Violence .....	21
1R. Victims' Economic Security and Safety Leave .....	21

## Chapter 2 - General Rules and Regulations

2A. Smoking .....	23
2B. Employee's Responsibility to Inform Village .....	23
2C. Drivers License .....	24
2D. Reports of Injury .....	24
2E. Confidential Information .....	25
2F. Appearance .....	25

## Chapter 3 - Employment

3A. Equal Employment and Affirmative Action .....	26
3B. Non-Discrimination .....	26
3C. Citizenship and Residence .....	26
3D. Prohibition of Employment of Relatives .....	26

3E.	Employment Status Classifications.....	27
3F.	Rejection of Applicants.....	28
3G.	Medical Exams.....	28
3H.	Application for Employment .....	29
3I.	Initial Employment Period.....	29
3J.	Resignation .....	30
3K.	Exit Interview.....	30
3L.	Layoffs and Recall.....	31

**Chapter 4 – Compensation**

4A.	Methodology in Determining Pay Range .....	32
4B.	Pay for Performance .....	32
4C.	Special Assignment Pay.....	34
4D.	Education Plan, Licenses, and Memberships.....	35
4E.	Overtime Pay....	36
4F.	Compensatory Time.....	38
4G.	Pay Periods, Travel Expenses .....	39
4H.	Promotions, Transfers, Acting Status.....	39

**Chapter 5 - Leave Policies**

5A.	Holidays .....	42
5B.	Sick Leave.....	43
5C.	Personal Leave .....	44
5D.	Additional Personal Leave, Sick Leave Incentive Plan.....	44
5E.	Vacation Leave .....	45
5F.	Family & Medical Leave .....	46
5G.	Jury Leave.....	49
5H.	Bereavement Leave.....	49
5I.	Voting Leave.....	50
5J.	Special Leave .....	50
5K.	Military Leave.....	51
5L.	Administrative Leave.....	51
5M.	Absence Without Leave.....	51
5N.	Voluntary Leave Donation Program.....	51

**Chapter 6 - Group Benefits**

6A.	Health Insurance .....	53
6B.	Life Insurance .....	53
6C.	Dental Insurance .....	53
6D.	Workers Compensation.....	54
6E.	Employee Assistance Program (EAP) .....	54
6F.	COBRA.....	54
6G.	Insurance Upon Retirement .....	55
6H.	Illinois Municipal Retirement Fund (IMRF) .....	55
6I.	Police Pension.....	56

6J.	Leave Conversion Upon Retirement.....	56
6K.	Deferred Compensation Plan .....	56

**Chapter 7 - Discipline**

7A.	Causes for Disciplinary Action.....	57
7B.	Formal Disciplinary Measures .....	59

**Chapter 8 - Grievances**

8A.	Definition .....	61
8B.	Process .....	61

**Appendix A**

Non-Exempt Classifications .....	64
----------------------------------	----

**Appendix B**

Exempt & Executive Classifications .....	65
--	----

## IMPORTANT NOTICE ABOUT THESE POLICIES

This handbook contains some of the Village's general policies which may affect your employment with the Village. The Village retains the right to modify, amend, or delete the guidelines, work rules, policies, benefits, privileges, and programs which are contained within this handbook without notice at any time, other than as stated in this notice. Additionally, in certain circumstances, the Village may take action which differs from these policies or other written policies distributed at another time. These policies should not be regarded as, and are not in fact, promises to provide specific terms and conditions of employment. Only the Village Manager or his designee has the final authority to interpret any Village guideline, policy, or benefit.

This handbook does not, in any way, constitute an express or implied employment contract, an agreement for continued employment, or an agreement for employment for a specific period of time between the Village and any employee. Your employment with the Village is that of "employment at will." That is, employment may be terminated at any time by either you or the Village, with or without cause, and with or without notice. Regardless of any other revisions or deletions to this handbook, employment will continue to be "at will." No employee or other Village representative is authorized to make any agreement which would change the "at will" status of any employee, other than the Village Manager or his designee, who may only do so in writing with his signature. Each individual's employment and compensation with the Village is for no definite period of time.

To the extent any state's laws differ from or restrict any of the items included in the guidelines, the Village will comply with all applicable laws.

This handbook supersedes all previous handbooks or policies.

## **THIS PERSONNEL MANUAL**

This manual has been prepared to assist the employees of the Village in carrying out their duties and responsibilities. In addition to this manual are general administrative directives and procedures that may define the application of the policies in this Personnel Manual. They are issued by the Village Manager's Office and are available in each Department. Additionally, operational rules are set forth here in departmental procedures and regulations. These documents are not intended to cover every aspect of the Village operation; rather, it is hoped they will serve as a means of enabling each employee of the Village to gain a better understanding of the role of Village employees and their responsibilities to the Village and its residents. The success of the Village is measured largely in terms of the support and operation of the citizens and customers it serves. It is essential that all employees of the Village work toward the objective of providing quality service.

In addition to this manual, Village employees are required to familiarize themselves with the Loss Control Manual, departmental policies and procedures, and any other handbooks or regulations that form the basis of their departmental operations. Nothing in these various manuals precludes the establishment of written departmental rules and regulations setting forth internal operational policies and procedures for the department's work force.

The rules outlined here may, from time to time, be amended by the Village Board or revised to meet changing conditions. In the event of any conflict among the terms and provisions of this Personnel Manual, the procedures manuals and any other department rule, policy, procedure or regulation, the Village Manager or his designee reserve the sole discretion to resolve such matters. All employees of the Village are encouraged to provide suggestions and ideas that will make this manual more relevant and useful.

Within ten (10) days of the issuance of this manual, it shall be the duty of every employee to become familiar with the rules dealing specifically and generally with the duties of the employee's position. Within thirty, (30) days of its issuance every employee will become familiar with all provisions of this manual. Failure by any employee to comply with these provisions will be deemed neglect of duty and may result in that employee being subject to disciplinary action.

The Personnel Rules and Regulations adopted by the Village Board of Trustees apply to all elected and appointed officers and employees of the Village except members of citizens' Boards and Commissions, volunteer personnel, and persons appointed to serve without pay, consultants and counsel rendering professional service. If a matter is not covered within the Personnel Rules and Regulations adopted by the Board, that matter shall be governed by the general provisions of Illinois law governing the power of municipal governments to deal with its officers and employees. Hereafter in this Code persons affected by its provisions are generally referred to as "employees". Such provisions apply to all persons whose work with the Village is covered by this code as provided above.

For sworn police employees, the provisions of this manual apply when not inconsistent or contrary to the provisions in the Rules and Regulations of the Board of Fire and Police Commissioners.

For employees covered by a separate collective bargaining agreement, the provisions of that agreement apply in the event of conflict with provisions of the Personnel Manual.

- Notes:
1. In this manual, 1 day shall be equal to 8 hours unless otherwise specified within a particular policy.
  2. The pronouns, "he, him, or his" shall refer to both male and female employees equally.

## **CHAPTER 1 – GENERAL POLICIES**

### ***DECLARATION OF POLICY:***

The General Personnel Policies of the Village of Carol Stream are explained in (Ordinance No. 448, an Ordinance Amending Section 2-100 To Be Known as) "Administrator's Role in Creation of Personnel System." The policy of the Village is that:

"it is the intent of the corporate authorities of the Village of Carol Stream that employment in the Village shall be administered in a manner free of personal political considerations. Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in operation of the municipal government. Positions shall be classified and compensated on a rational basis. Appointments and promotions, where possible, shall be based on systematic tests and evaluations. Every effort shall be made to stimulate high morale by fair administration and consideration of the rights and interest of the persons affected and consistent with the best interests of the public and the Village."

### ***MANAGEMENT RIGHTS:***

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 issuance of this manual. 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 employees of the Village.
3. To determine the places, methods, means and number of personnel needed to carry out the Village mission.
4. To schedule and assign work.
5. To direct the working forces.
6. To require and assign overtime.
7. To hire and assign or to transfer employees within the Village organization.
8. To promote, suspend, discipline or discharge.



9. To lay-off or relieve employees due to lack of work, 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 in situations of civil emergency as may be declared by the Mayor or the Village Manager. It is the sole discretion of the Mayor or the Village Manager to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, strikes, tornado conditions, floods or other similar catastrophes.
15. The Mayor and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be allocated thereto.

***1C. CHAIN OF COMMAND:***

It is the policy of the Village of Carol Stream to follow the chain of command in all administrative actions. The chain of command may only be set aside in cases of extreme emergency, discriminatory harassment (Chapter 1, Section E), workplace violence (Chapter 1, Section O), or most unusual circumstances. Administrative orders will flow from the Village Manager to the department head to the supervisor to the employee.

Employee requests, comments, suggestions, grievances or recommendations will flow from the employee to the supervisor to the department head and ultimately to the Village Manager when appropriate. The department heads will be expected to work with the Employee Relations Director concerning any personnel matter in their departments.

Respect for the chain of command must not be used to unnecessarily hinder normal interaction of departments toward the achievement of the primary mission of the Village government to provide good service to the present and future residents and customers of the Village of Carol Stream.

***1D. POLITICAL ACTIVITY:***

No employee of the Village of Carol Stream shall serve as an elected official of the Village, other than if specifically allowed by law. Any employee who wishes to serve as an elected official shall be required to take a leave of absence without pay upon formal declaration or other evidence of candidacy.

Employees granted leaves of absence shall be aware that all positions in the Village are subject to elimination by re-organization or due to funding constraints. As such, absolute assurances of re-instatement cannot be given.

An employee shall resign from employment with the Village upon appointment or acceptance of an elected office within the Village of Carol Stream. No political activity, including soliciting or campaigning, may occur during working hours.

***1E. DISCRIMINATORY WORKPLACE HARASSMENT:***

**Purpose:** The purpose of this Policy is to establish The Village's commitment to strive to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment.

It is critical that all employees treat all other employees with dignity and respect. It is the responsibility of each and every employee, supervisor and department head to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior that impacts the workplace, or has the potential to impact the workplace will **not** be tolerated.

**Policy:** Harassment of an applicant, contractor, business invitee, customer or employee by any employee on the basis of race, religion, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, gender, age, or other protected characteristic violates this policy and may be in violation of State and/or Federal law and will not be tolerated by the Village of Carol Stream. Likewise, harassment by a Village guest will also be handled under this policy.

Employees found to be participating in any form of job based harassment or retaliating against another employee or Village guest shall be subject to disciplinary action up to and including termination.

**Definitions:** For the purpose of clarification, harassment in violation of this policy includes but is not limited to the following behaviors:

1. **Verbal Harassment** – Nicknames, derogatory comments, slurs, propositioning, or otherwise offensive words, comments or gestures on the basis of race, status, pregnancy, sexual orientation, gender, age, or other protected characteristic, whether made in general or directed to an individual regardless of whether the behavior was intended to harass. This includes but is not limited to persistent unwelcome flirting, pressure for dates, inappropriate sexually related comments, sexual rumors, jokes, code words and stories.
2. **Physical Harassment** – Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement. This includes but is not limited to uninvited and/or unwanted

touching, pinching, patting, grabbing, inappropriate behavior in any area of the Village, or making explicit or implied threats or promises in return for submission to physical acts.

3. **Visual Forms of Harassment** – Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures.
4. **Sexual Harassment** – Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

**Complaint Procedure:** The Village intends to investigate and resolve any form of discriminatory workplace harassment, sexual harassment or retaliation. To further that end, the following procedure has been instituted for making complaints about conduct in violation of this Policy.

1. All employees are expected to report any suspected harassment (including witnessing suspected harassment of others) by another employee or Village guest to their immediate supervisor, Assistant Village Manager or Employee Relations Director, except where such individuals are the one(s) accused of harassment. In such case(s), the complaint should be reported to the Village Manager. The report may be made initially either orally or in writing, but the Village will seek to document all oral reports before an investigation can be initiated.
2. The Manager informed of the complaint will notify the Employee Relations Department within 24 hours. An investigation of the suspected harassment will be initiated at the direction of the Employee Relations Department, generally within five (5) working days of notification. If necessary, additional supervisory or management personnel will assist in the investigation. The investigation will include an interview with the person(s) who made the initial report and the person(s) toward whom the suspected harassment was directed. Any other person who may have information regarding the alleged harassment may also be interviewed.
3. The individual conducting the investigation is responsible for preparing a written report within ten (10) working days of his notification of the suspected harassment unless extenuating circumstances prevent him from doing so. The report shall include a finding that harassment occurred, harassment did not occur, or there is inconclusive evidence as to whether harassment occurred.
4. Every effort shall be made to keep all matters related to the investigation and various reports as confidential as possible.

Legal Rights Under the Law: Any employee who believes he has been subjected to discriminatory harassment has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6200 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713. The Illinois Human Act provides that complaints harassment must be filed within 180 days of the alleged incident. A complaint with the EEOC must be filed within 300 days of the alleged incident.

Retaliation: It is a violation of State and Federal Law to retaliate against a person because he has opposed that which he reasonably and in good faith believes to be unlawful discrimination, harassment because he has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

Any employee who believes he has experienced or witnessed retaliation should report such conduct immediately to his immediate supervisor, the Assistant Village Manager, or Employee Relations Director except where such persons are the ones accused of retaliation. In such case, the complaint should be reported to the Village Manager. The procedures in this policy will also apply to complaints of retaliation.

#### ***1F. SAFETY***

Purpose: To establish Village policy concerning effective loss prevention, and to maximize efficiency by maintaining a safe environment for Village employees, as well as the general public.

To emphasize that effective loss prevention is an integral part of management procedures designed to fully utilize the Village's capital and personnel ensuring maximum use of each tax dollar available.

Continued emphasis on loss prevention techniques, the refinement of work procedures, and safe working conditions has been shown to significantly reduce injuries, property damage and work interruption. Every employee is expected to support and cooperate with the Village's loss prevention program.

Safety adherence and performance will be considered an important measure of supervisory and employee performance evaluations at the Village of Carol Stream.

To control accidents as much as possible through careful planning.

To express to all, that the most efficient and the only acceptable way to perform tasks is the safe way.

**Policy:** It is the policy of the Village of Carol Stream that all employees, make safety a matter of continuing concern, equal in importance with all other operational considerations.

**Reporting procedures:** Any accident must be reported to the immediate supervisor, even if no injury is apparent, immediately, but no later than two hours after the accident and while still at work unless emergency medical treatment prevents him from doing so. Failure to promptly report a workplace accident may lead to discipline. *See Chapter 2, Section D - Reports of Injury and the Loss Control Manual* issued to each employee must be read and followed.

### ***1G. OUTSIDE EMPLOYMENT***

**Purpose:** The Village reserves the right to deny outside employment in an effort to assure that the employee's primary efforts can be fully devoted to the Village of Carol Stream, avoiding any conflicts, between the private interest of the employee and the employee's official responsibilities.

**Policy:** Regular employees of the Village may not be employed in any other capacity without the prior approval of the Department Head and Village Manager. Outside work is defined as any gainful employment other than the performance of official duties including, but not limited to, self-employment, working for another, employment in the management, operation or direction of a private business for profit, including, any direct or indirect financial interest in any such business. Employees wishing to hold outside jobs must apply in writing to their department head for approval using the "outside employment" form.

Outside work will be approved if it does not prevent employees from devoting their primary efforts to the accomplishment of their work for the Village or tend to create conflict between the private interests of the employee and the employee's official responsibility.

An employee shall not be approved to and shall not perform outside work:

- Which will interrupt, interfere with, or suspend the employees' activities during any regularly scheduled work period.
- Which is of such nature that it may be reasonably construed by the public to be the official act of the Village or Department thereof.
- Which involves the use of Village facilities, equipment and supplies except as specifically permitted by the Village Manager.
- Which involves the use of official information not available to the public.
- Which might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.

While an employee will not be refused authorization to perform outside work solely because the work is of the same general nature as the work the employee performs for the Village, no employee may perform outside work:

- If the work is such that the employee would be expected to do it as part of his regular duties.
- If the work requires approval or review by the municipal department in which the employee is employed.
- If the outside employment interferes with the Village of Carol Stream job effectiveness including preventing response to emergency calls.
- If the work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.

All requests for outside employment whether approved or disapproved, shall be forwarded to the Employee Relations Department to be placed in the employee's Personnel File.

Any violation of the regulations governing outside employment by an employee may result in termination or other disciplinary action.

### ***III. MEDICALLY RESTRICTED EMPLOYEES***

**Purpose:** The Village of Carol Stream strives to maintain a safe work environment for all employees, as well as providing support for individual employees who may be temporarily or permanently disabled.

The purpose of this policy is to support the physical and emotional health of all employees, while continuing to provide expected levels of service to the Village. In addition, this policy demonstrates the Village's continued commitment to state and federal guidelines, including the Americans with Disabilities Act, protecting disabled individuals by not discriminating against individuals on the basis of their handicaps.

As long as employees are able to meet acceptable performance standards, and medical evidence indicates that their condition is not a threat to themselves or others, employees should be assured that their employment will **not be** diminished because of a medical condition unrelated to the employees' ability to perform his job duties.

If an employee is unable to work, then he may be eligible for health and disability benefits as specified under health insurance and pension plan documents.

The Village reserves the right to appoint a physician to examine an employee with a medical condition that may affect the employees' ability to work, to determine if this individual is able to work and imposes no threat to himself or to others.

The policy and procedures outlined herein apply to all temporary or permanent disabilities and do not change any existing medical benefits or policies covering sickness or disability.

**Policy:**

1. ***Special Assistance Available*** - To help all employees understand and deal with problems that may arise from life-threatening illnesses, including AIDS, the Employee Relations Director will:

- a) help obtain information relating to questions about these diseases;
- b) assist in referring employees to proper medical resources, agencies and organizations that provide tests, treatment, assistance and support;
- c) discuss assistance and benefits;
- d) consult with the employee along with his Department Head or supervisor about any concerns regarding work related issues;
- e) If appropriate, circulate information available on health related subjects to properly inform employees; and coordinate seminars or other programs for co-workers and departments related to various life-threatening illnesses.

All employees are encouraged to use the Employee Relations Director as a resource person as needs arise.

2. ***Confidentiality***

In every instance, the Employee Relations Director will take every precaution to see that information about an employee's private health information is kept confidential. Department Heads and Supervisors should also recognize that medical information is personal and confidential and take all reasonable steps to assure confidentiality.

3. ***Work Limitation to be Reported***

When an employee learns that he is not able to safely or adequately perform his job due to any health condition, he must notify the Village following the procedures outlined in *Chapter 5, Section B, Sick Leave*. Employees are encouraged to contact the Employee Relations Director for assistance in coordinating applicable benefits and policies affecting an employee facing a life-threatening illness. At any time the Village may request any employee to undergo an immediate physical exam, at the expense of the Village.

Accommodating special work restrictions for an employee with a life threatening illness may be reviewed and considered at the discretion of the Village Manager in accordance with applicable laws and regulations.

4. ***Understanding***

Employees are asked to be sensitive to the needs of a critically-ill co-worker. Continued employment may be beneficial for an employee who is seriously ill but

can otherwise fulfill the duties of his position, both for personal and financial reasons.

#### **5. *Employment Ties to Performance***

As long as an employee is able to perform his job properly and meets the standards set for performance, and as long as medical evidence shows that continued employment does not endanger either the individual, the public or co-workers, an employee with a life threatening illness may continue working. Because life-threatening illnesses may take many years to seriously affect a person's functional abilities, he may be able to work for a long time without any restrictions or problems. These employees are entitled to the same working conditions as others and will receive coverage, where eligible, under our various support and benefit programs. However, if the employee is unable to perform the essential duties of the position at a standard level of performance on a consistent basis or if the employee could endanger himself or others, the employment relationship must be evaluated. In no case will an employee with a life threatening illness be automatically or summarily discharged because of the life threatening illness.

For additional information see *Chapter 5, Section B - Sick Leave, Chapter 5, Section J - Special Leave, and Chapter 6, Group Benefits.*

Legal Rights Under the Law: Any employee who believes he has been subjected to discrimination based on disability has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6200 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713.

## **II. EMPLOYEE ASSOCIATIONS AND AFFILIATIONS**

The Village of Carol Stream recognizes that employees may join a labor or employee association, although such membership shall be optional.

Municipal officials, management and confidential employees and any other employee as specified by Illinois Statute are excluded from representation by labor organizations and may not be a member of an employee negotiating or grievance committee.

### **1J. SOLICITATION OR DISTRIBUTION OF PRINTED MATERIALS**

Soliciting by employees for any purpose is prohibited during the working time of the employee who is soliciting and the employee being solicited. This shall include canvassing, collection of funds, pledges, circulations of petitions, solicitation of members, or any similar activity. "Working Time" means the time when the employee actually is scheduled to work, as opposed to his meal time, breaks, and before and after work.

Solicitation and distribution by non-employees are prohibited at all times on Village property not frequented by the general public.



Employees and non-employees are prohibited from posting non-work related materials or literature that have not been approved by the appropriate Department Head on Village owned bulletin boards.

### ***IK. PERSONAL USE OF VILLAGE EQUIPMENT***

**Purpose:** To maintain all Village owned items for the sole purpose of official Village business, not for personal use.

**Policy:** Village equipment, supplies, tools or vehicles shall not be used for an employee's unauthorized personal use. *See Chapter 1, Section L - Village Vehicle Usage* for more information.

Telephones may be used for limited personal purposes, within reason as determined by the employee's department head, however this is a privilege and not a right. If phone use causes work interference or becomes excessive, the Department Head may restrict phone use. Any personal long distance call must be approved and shall be at the individual employee's expense.

### ***IL. WORKPLACE SEARCH***

**Purpose:** The purpose of this procedure is ensure that all employees understand the Village's legal right to search any and all property owned by the Village of Carol Stream.

**Policy:** Although desks, file cabinets, lockers, vehicles, offices and other storage devices are provided for the use and/or convenience of employees, they remain the sole property of the Village. Accordingly, they and any articles found within them may be inspected by the immediate supervisor or other authorized Village representative at any time. While the Village will ordinarily attempt to make such inspections with the employee's consent or in the employee's presence, the Village has the right to conduct such inspections without prior consent or notice. Inspections shall be conducted with as much privacy as possible.

### ***IM. ACCEPTANCE OF GIFTS OR GRATUITIES***

**Purpose:** The purpose of this procedure is to protect the integrity of the employee and the Village by avoiding situations, which could make the employee obligated to a supplier or contractor, or could be misinterpreted or cause suspicion to be cast upon the Village.

**Policy:** All employees shall avoid accepting gratuities. A gratuity shall be any gift, discount, or benefit which is granted to the employee and is not available to the general public. Under this policy, no employee shall accept a gratuity, unless the gift is non-repetitive and of value less than \$10.00 and is intended as advertisement of a vendor's product. Entertainment received from vendors shall be restricted to "coffee" or an occasional meal or similar activity. Acceptance of small quantities of food may also be allowed for consumption, on the premises by

all employees. Any violation of this policy is subject to the discipline procedure and may lead to termination.

### ***IN. VILLAGE VEHICLE USAGE***

**Purpose:** To assure the safety of vehicle operators and the public, as well as to promote proper care and efficient operation of these vehicles.

**Policy-General Use:** General use: All Village vehicles shall be driven in a safe courteous manner by drivers over the age of eighteen who must possess a valid Illinois drivers license. No one may operate a Village vehicle while impaired due to intoxication, or because of the impairment of drugs (prescribed or otherwise). Village owned vehicles are to be used for conducting official Village business. Personal use of Village vehicles is prohibited with the few exceptions described below.

The driver of a Village vehicle is responsible at all times for not only the safe operation of the vehicle, but also for the safe and lawful condition of the vehicle itself. All drivers must do regular safety checks as defined within their department. Any vehicle faults shall be reported immediately for the issuance of a work order for repair.

Vehicles shall be kept neat inside and outside. Windows and doors shall be closed and locked when not in use. Every precaution must be taken to prevent debris from being blown or falling off of trucks, as well as being discarded by vehicle occupants.

All front seat occupants must wear seat belts. All other laws and regulations must be obeyed. Village employees shall not be accorded any preference by Village or other law enforcement officers. Violations of traffic laws by a Village employee while driving a Village vehicle are subject to review for disciplinary action in addition to normal law enforcement procedures.

No passengers shall be transported in a Village vehicle except when transporting passengers is necessary for conducting official duties.

Vehicles may be used for attending professional and/or governmental association meetings and other meetings, which directly benefit the Village of Carol Stream.

#### **1. Policy-Assigned Vehicles:**

The Village Manager may assign some Village personnel a Village vehicle. A Department Head may recommend that an employee take a vehicle home overnight on a temporary basis if the needs of the Village so dictate. The Village Manager shall be the SOLE person to authorize a vehicle for overnight use.

Vehicles assigned by the Village Manager may be used by the employee for transportation to and from work, for non-recurring personal errands on the way to

or from work (provided these errands are within a reasonable distance on a reasonably direct route between home and work) and may transport other Village employees as long as a reasonably direct route between home and work is maintained.

**10. HOURS OF WORK, REPORTING SICK AND TIME CARDS**

**Purpose:** To insure proper payment to employees while insuring compliance with rules and regulations of the Village, State and Federal Agencies.

**Hours of Work:** In general the standard working hours are 8 a.m. to 5:00 p.m. Monday through Friday with a one hour unpaid lunch. The Village may from time to time need to restructure the normal workday or workweek for the purpose of promoting the efficiency of municipal government and to meet customer needs.

Flexible work hours/days for non-union employees may be scheduled as long as office operations, service, and availability to the public are not compromised. In addition, because of seasonal or specific departmental responsibilities, these hours and days of work including different tours of duty may be adjusted. At a minimum, Village offices will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, with all "normal" services being offered. The Village Manager must approve any permanent changes in work hours or days.

Department Heads are authorized to establish reasonable lunch and rest periods during each workday. Lunch periods may not be scheduled at the beginning or end of the workday and shall normally be scheduled after the third and before the sixth hour of the workday. The granting of rest periods and the determination of their length and time is discretionary by the department head. These shall be determined by considering departmental operations while complying with applicable state and federal regulations.

Flexible work hours/days must:

- 1) Comply with the Federal and State wage and labor laws.
- 2) Not sacrifice the quality or quantity of services offered to the public. Necessary coverage will be maintained without overburdening other employees.
- 3) Not interfere with supervision or essential interaction with other staff.
- 4) Not necessitate overtime hours or call back pay.

Changes in time that are associated with daylight savings time shall not alter the normal shifts for those employees working shifts and shall be treated as a normal eight hour working shift.

**Reporting Sick:** Those employees unable to report for work due to illness or other emergency shall follow departmental procedures for reporting this. In general employees are asked to phone their direct supervisor as early as possible or at a minimum within

30 minutes of their starting time.

Employees will receive instructions regarding calling in sick including whom to call, what number to call and what time to call. Employees who find they are unable to report for work shall follow the procedures established within their department. If no Departmental procedure exists the employee must provide notification within 30 minutes of their pre-arranged starting time.

**Time Cards:** Department Heads shall provide a time card to each employee for daily recording of working hours including overtime. They shall also be responsible for confirming that hours worked by each employee are accurate. A time card for each employee shall be submitted to the Finance Department as required.

The employee shall sign the time card indicating that the daily hours recorded are reported correctly. Time cards must be signed and submitted for each pay period by the dates announced by the Finance Department. Time cards shall include each day worked, hours worked, any occurrences of absences and the type of absence.

#### ***IP. DRUG-FREE WORKPLACE***

**Purpose:** The Village of Carol Stream prohibits the unlawful manufacture, distribution, possession, or use of a controlled substance in the workplace and worksites.

It is the goal of The Village of Carol Stream to provide a safe work environment and a healthy, productive workforce as well as to maintain compliance with the Federal Drug Free Workplace Act. On- going compliance with the drug free workplace policy is required by all affected employees.

**Policy:** In establishing a drug-free workplace, it is the Village policy that there will be ongoing drug education about the dangers of drug use and drug use in the workplace. The Village of Carol Stream will assist an employee in utilizing the Employee Assistance Program, if an employee seeks such assistance prior to any misconduct in conjunction with drug abuse. The EAP personnel are qualified professionals who will make confidential assessment and referral for services and treatment for substance abuse and personal problems. The EAP personnel will see employees who are self-referrals for substance abuse and personal problems affecting them, their dependents, and their work performance.

Each employee or job applicant engaged in the direct or indirect performance of a federal contract shall as a condition of employment, be given a copy of this statement and an employment letter stating that the employee agrees to abide by the terms of this drug-free workplace policy statement by signing a copy of the letter and returning it to the Employee Relations Director within ten (10) days of

receipt. Failure to comply with the policy provision will result in termination, or in the case of a job applicant, consideration for employment withdrawn.

An employee convicted of any drug statute violation occurring in the workplace shall notify the Village within five (5) days after the conviction. The Village will notify the contracting agency within ten (10) days of receiving such notice from the employee or other actual notice of conviction.

Any employee who violates this prohibition may be subject to disciplinary action, including termination.

Additional information regarding the Village of Carol Stream's Drug and Alcohol policy may be obtained through the Employee Relations Department.

### ***IQ. POLICY AGAINST WORKPLACE VIOLENCE***

**Purpose:** It is the objective of the Village of Carol Stream to ensure the safety and well being of our workforce. Therefore the Village has established this policy for any violent acts or threats towards any Village employee.

**Policy:** Violence or the threat of violence whether direct or implied, by or against any employee of the Village of Carol Stream is unacceptable and will subject the perpetrator to serious disciplinary action and possible criminal charges.

**Reporting Procedures:** An employee who becomes aware of any threat of workplace violence shall contact either the immediate supervisor or the Employee Relations Director; however, no person shall be required to make a complaint to the person against who the complaint is lodged. The Department Head is responsible to ensure that reports of all incidents known in their department are reported to them and then to the Employee Relations Director. Incidents will be reported to the Village Manager's Office by the Employee Relations Director or by the Department Head if the Employee Relations Director is unavailable. All incidents will be investigated promptly by the Village and will result in appropriate action being taken.

### ***IR. VICTIMS' ECONOMIC SECURITY & SAFETY LEAVE (VESSA)***

**Purpose:** To provide employees with leave benefits, when needed, in accordance with the Victims' Economic Security and Safety Act effective August 25, 2003.

**Policy:** Any employee who has been subjected to domestic or sexual violence shall be provided leave during work hours for any of the following:

To seek medical attention for, or recover from, physical or psychological injuries;

To obtain services from victim service organizations;

To obtain psychological or other counseling;

To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase safety from future domestic or sexual violence;

To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.

Employees may also take such leave to help a family/household member who is a victim of domestic or sexual violence.

Qualifying employees must notify the Employee Relations Director as soon as possible when requesting time off. While verification is required, the Employee Relations Director will take every precaution to see that all information is kept as confidential as possible. Verification will consist of:

A sworn statement by the employee; **and**

Documentation from an agent of victim services, an attorney, or other professional from whom the employee or their family/household member has sought assistance

**or**

A police or court record

**or**

Other corroborating evidence

Employees are entitled to a maximum of 12 weeks unpaid leave during any 12-month period, provided, where practicable, notice has been given at least 48 hours in advance. Employees may also elect to substitute sick leave, paid personal days, or vacation *if applicable*. This leave is not intended to confer a right to leave beyond the twelve weeks of FMLA. Where applicable, FMLA time will run concurrently with VESSA leave.

Employees who take leave under this policy are entitled to be restored to the same or equivalent position upon their return that the employee would have if he had been actively at work, however; seniority and other benefits will not continue to accrue during any unpaid leave. Employees are also entitled to continued health insurance on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the Village shall recover any and all premium contributions provided by the Village during the leave period.

This policy is intended to be an overview of the VESSA and its key features. To the extent that this policy could be read inconsistently with the VESSA, the Act and its Rules shall supersede. Further details about the Victims' Employment Security and Safety Act are available from the Employee Relations Director.

## **CHAPTER 2 - GENERAL RULES AND REGULATIONS**

### **2A. RESTRICTED SMOKING AREA POLICY**

**Purpose:** Smoking is only permitted in "Designated Smoking Areas" as outlined below and is prohibited in all other areas of Carol Stream Village facilities.

**Definition:** Smoking is defined as a lighted cigar, cigarette, pipe or any other lit product.

**Policy:** Indoor smoking is prohibited at all Village owned facilities open to the general public. These facilities include the Village Hall, The Public Works Center Administration Building and the Water Reclamation Center Administration Building. Outdoor smoking is further prohibited at the main entrances to these facilities and at the northeast Police entrance to the Gregory J. Bielawski Municipal Center. Designated smoking areas for these facilities shall be located outside the buildings in areas in accordance with State and Federal law and as designated by the Village Manager.

### **2B. EMPLOYEE'S RESPONSIBILITY TO INFORM THE VILLAGE**

It is the responsibility of each Village of Carol Stream employee to report all changes in name, address, telephone number, marital status, dependents, next of kin and beneficiaries to his immediate supervisor who shall forward the information to the Employee Relations Department for the official record to ensure the accuracy of the employee's record and benefit status. This information should be submitted within one week of the change.

Any employee required to operate a motor vehicle, whose drivers license is suspended, revoked or for other reasons is no longer valid, must report this immediately to his supervisor and will not be allowed to operate any Village motor vehicle. *See Chapter 2, Section C - Driver's License.*

Any employee who normally operates any Village equipment, including motor vehicles who is using a drug, either prescription or non-prescription, during the workday which could impair work performance, must notify his immediate supervisor.

Convictions relating to any drug statute must be reported within 5 days after the conviction. *See Chapter 1, Section N - Drug Free Workplace.*

Any condition relating to the health of the employee, which affects an employee's work performance, preventing standard essential job performance must be reported.

Any employee who becomes aware of either a direct or indirect threat of violence or an act of violence against or from any employee must report the incident immediately to their supervisor.

Any employee who has obtained a court order of protection or any other type of restraining order against another person should notify their Department Head as a safety measure. The Department Head will notify the Employee Relations Director.

*See Chapter 1, Section O Workplace Violence.*

Any workplace accident, regardless of severity, should be reported to the employee's immediate supervisor no later than 2 hours after the accident and while still at work. Adverse consequences to the work environment which result from an employee's failure or refusal to inform the Village as provided above may result in the employee's discipline up to and including discharge.

### **2C. DRIVER'S LICENSE**

To operate any Village vehicle, employees must possess a valid Illinois driver's license for the appropriate vehicle classification required by law or as defined in the job description.

In the event that an employee's driver's license should become invalid, the employee must immediately notify the supervisor. Failure to report loss of driving privilege shall be cause for disciplinary action. No person may operate a Village Vehicle without the proper license.

The Village may from time to time verify the validity of employees' driver's licenses.

### **2D. REPORTS OF INJURY**

Employees who are injured while on duty for the Village must make a report of such injury to their immediate supervisor as soon as possible, but no later than 2 hours after the original incident, and while still at work unless emergency medical care prevents him from doing so.

For all injuries, including those not requiring medical attention, supervisors will notify the Department Head, complete the appropriate Worker's Compensation forms and forward all information to the Employee Relations Office within twenty-four hours.

If an employee is injured to the extent requiring medical attention, he shall be taken immediately to the appropriate medical facility as specified by the Village. In the event the facility physician selected by the Village is not available, the injured employee may be taken to Central DuPage Hospital Emergency Room for treatment. Department Heads shall be responsible for notifying the Village Manager of all injuries reported by employees under their supervision. For more information also refer to the *Loss Control Manual*.



**2E. CONFIDENTIAL INFORMATION**

Employees who have access to confidential information through the performance of their job duties are to maintain the confidentiality of such information unless the performance of their official duties requires the information to be disclosed.

Confidential information is to be used only in connection with the legitimate functions of an employee's job duties. Otherwise, the release of confidential information shall occur only with proper authorization. If contacted personally about confidential information, the employee should direct the inquiring party to the supervisor or the Department Head. Failure to comply with this policy may result in disciplinary action including discharge.

**2F. APPEARANCE**

Employees are expected to be well groomed and dressed in a manner which is suitable to their responsibilities and position. For those employees issued uniforms, or equipment, unauthorized additions to these will not be permitted. Any employee reporting to work dressed and/or groomed in such a way as to be disruptive to routine business or who presents a safety hazard, to himself and/or others, will be required to return home without pay to change into more appropriate attire.

## **CHAPTER 3 - EMPLOYMENT**

### **3A. EQUAL EMPLOYMENT POLICY**

It is the policy and intent of the Village of Carol Stream to provide equality of opportunity to all persons. No unlawful discrimination for job selections, job assignments, or promotions, not related to a bona fide occupational qualification, shall be exercised in any manner by any Village official, agent or employee against or in favor of any applicant or employee because of political or religious opinion or affiliations, or race, creed, color, national origin, sex, age, ancestry, marital status, sexual preference, unfavorable discharge from military service, physical or mental disability in accordance with applicable Federal and State laws, or other characteristics protected by law. This applies to full or part-time employment, as well as temporary.

Anyone who feels discriminated against because of any of the foregoing reasons may file a complaint with the *Employee Relations Director*, who is in charge of compliance with *EEO policies*.

### **3B. NON-DISCRIMINATION**

An applicant or employee shall be considered for employment, transfer or promotion, only on the basis of his qualifications as required by the position he seeks or holds, relative to experience, training, fitness to perform the primary duties, abilities, skills, knowledge, personal character, and integrity as a proper representative of the Village of Carol Stream.

### **3C. CITIZENSHIP AND RESIDENCE**

All employees of the Village of Carol Stream hired after November 6, 1986 must be citizens of the United States or be an alien authorized to work in the United States under the provisions of the Federal Immigration Reform and Control Act. All new employees will be required to submit documents to the Village which establish both the employee's identity and eligibility to work in the United States as required by law.

Although Village employees are encouraged to reside in Carol Stream, residency within the Village or at any specific distance from the Village is not a prerequisite for initial or continued employment unless specifically required in a job description or as specified by the Village Board or as required by the Village Manager for Executive positions.

### **3D. PROHIBITION OF EMPLOYMENT OF RELATIVES**

For purposes of this section, "relatives" shall mean any person related to a Village officer or employee by blood, marriage or adoption and shall include, but not be limited to: *spouse*, father, mother, stepfather, stepmother, daughter, son, sister, brother, grandmother, grandfather, half brother, half-sister, in-laws or any person residing in the same household of an elected or appointed Village officer or employee.

Relatives of any elected or appointed Village officers or employees are disqualified from holding any compensated, appointed office or employment within the Village government during the term for which such officer or employee is active within Village government, unless the Village Manager shall, following the recommendations of the Department Head, determine that the best interest of the Village shall be served by such employment. Such determination shall be based upon factors including, but not limited to, the unique nature of the position's job requirements, the availability of other qualified candidates for the position, the potential for contact between the applicant and his relative while working for the Village, the potential for undue influence arising from such contact, and the potential for avoiding such contact or influence without adversely affecting the Village's efficiency of operation.

In the event that the status (relationship or employment) of two employees of the Village of Carol Stream changes at any time after their initial employment, and such change results in one relative directly supervising the other, the following shall apply:

One of the related employees may apply for a position in a different Village department for which they are qualified if a vacancy occurs.

In the event that one of the related employees has not been selected to fill a vacancy outside of the department within a period of 3 months, one of the related employees shall be required to terminate his employment.

In the event that neither of the related employees is transferred to a different department or terminates his employment, the related employee with the least seniority shall be terminated by the Village Manager, if both employees remain in the same department at the end of said 3 month period.

### ***3E. EMPLOYMENT STATUS CLASSIFICATIONS***

Employment status shall be used to determine eligibility for benefits, among other things, and is classified as follows:

#### **Temporary Employment**

Employment for a specific period of time, or for the duration of a specific purpose, project or group of assignments. Temporary employees are ineligible for the general wage adjustment and pay for performance increases. Temporary employees are ineligible for fringe benefits including group insurance and paid time off but are covered under worker's compensation insurance.

#### **Initial Employment**

*See Chapter 3, Section I - The Initial Employment Period.*

**Regular Employment**

Regular employment is defined as employment not for a specific time or a specific purpose or task. Regular employees are eligible for paid time off, annual wage adjustments and pay for performance reviews. Regular employees who are normally scheduled for 40 hours of work per week will be eligible to participate in group insurance.

Regular Employment can either be:

**Part-Time Employment**

Employment normally requiring less than 8 hours per day.

**Full-Time Employment**

Normally requiring 8 hours per day, (with a 40 hour work week).

**Job Classification Groups**

*See Appendix A - Non Exempt Employees & Appendix B - Exempt Employees and Executive Group.*

**3F. REJECTION OF APPLICATIONS**

The Village Manager or his designee may reject any applications for initial employment, promotion or transfer. The reason for such rejection shall include, but are not limited to, the following:

- The applicant is found to lack any of the bona fide occupational qualifications for the position.
- The applicant has been previously employed by the Village and has been removed for cause or did not resign in good standing.
- The applicant has intentionally made a false statement in his application with regard to any material fact, or has practiced, or attempted to practice, deception or fraud in connection with such application.
- The applicant falls under any of the prohibitions listed in *Chapter 3, Section D - Prohibition of Employment of Relatives.*

**3G. MEDICAL EXAMINATIONS**

All candidates scheduled for full time employment with the Village of Carol Stream will be required to take an appropriate medical examination specific to their classification, including a drug screen, before employment may begin. Additional medical tests may be required if initial tests dictate.

Unless otherwise noted, the medical examination will be paid for by the Village of Carol Stream. The purpose of this medical examination prior to employment with the Village of Carol Stream is to insure the selection of job applicants for the

municipal service who are initially medically qualified to perform the essential duties required within a Village job classification with or without reasonable accommodation.

Applicants for regular part-time employment with the Village of Carol Stream shall be required to successfully complete a medical examination and drug screen, and meet the medical standards required for a comparable, regular authorized position of the Village of Carol Stream, prior to appointment.

Any Village employee may be required to receive a medical or psychiatric examination, including fitness for duty exam, at any time as it is deemed necessary by the Village Manager. The Village Manager shall select the professional examiner and the Village will cover the expense of this required exam.

***3H. APPLICATION FOR EMPLOYMEN:***

All persons seeking employment with the Village of Carol Stream, with the exception of promotions made by the Board of Fire & Police Commission, shall submit a completed Village of Carol Stream application form. The application shall include complete accurate information relating to experience, training, and other applicable qualifications. Information regarding vacancies, job requirements and other facts relating to employment may be officially obtained only from the Employee Relations Director. Application forms are available from the Village Reception Counter, the Administration Department and from the Employee Relations Department. Applications are kept on file for a period of one year.

***3I. INITIAL EMPLOYMENT PERIOD***

Village employees classified, as a "regular employee" shall work an aggregate of up to 12 full calendar months, in each position to which appointed, in order to complete the initial employment period. Police Officers or others who may be covered by a collective bargaining agreement are subject to the terms of that agreement if the bargaining agreement specifies a different length of time.

The purpose of the initial employment period is designed to test the qualifications of the employee to perform satisfactorily under actual working conditions. The Village of Carol Stream expects all employees' overall conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. An initial evaluation of the new employee shall be conducted at the end of the first six months of employment to measure the new employee's performance and appropriateness in the new position. Another evaluation shall be conducted at twelve months of employment. If the 12-month review is satisfactory, the first pay for performance increase may be granted. If this review is unsatisfactory the employee may be terminated. As is true for all at-will employees throughout their employment, any employee may be subject to termination at any point during these first twelve months, for any lawful reason, with or without cause.

Temporary employees should be monitored and if employed longer than a six-month period may also be given a performance evaluation periodically, however, no pay for performance increase is provided to a temporary employee.

### ***3J. RESIGNATION***

The Village requests that if an employee chooses to resign, he provides his reason to his immediate supervisor at least ten working days prior to his final workday. At least 15 working days notice (thirty days preferred) is requested prior to a final workday for Executive personnel.

A copy of the letter of resignation or a memo to that effect from the department head must be forwarded to the Employee Relations Director.

A resigning employee will be scheduled for an exit interview and must return the Village ID card, any keys issued as well as any other Village property that they had been issued or had acquired.

Upon notice of termination, all employees receiving pay through the direct deposit system will immediately be converted to a regular paycheck.

An employee who has resigned from Village service and is subsequently re-employed will not be credited with prior service for the purpose of computing the accrual of vacation time, sick time or seniority.

### ***3K. EXIT INTERVIEW***

Any time a regular employee permanently terminates employment with the Village, whether such terminations are by retirement, resignation or otherwise, the employee's department head should notify the Employee Relations Director to schedule an appointment for an exit interview. Insurance continuation eligibility will be discussed, as well as other important separation information. The exit interview portion of this discussion is voluntary on the part of the employee and in no way will affect any monies or benefits due to the employee by virtue of the separation. In the event the employee wishes not to participate in an exit interview, the employee should still attend a meeting with the Employee Relations Director to finalize his separation and ensure his understanding of applicable benefit information.

During the course of the Exit Interview, the employee is encouraged to provide input into matters directly associated with his employment with the Village of Carol Stream such as: job satisfaction; Personnel matters; training, both in-house and outside; the employee's impression of the supervision and training they received; compensation; general suggestions as to how to improve the delivery of services to both the employee and the citizens; the employee's reason for leaving.

### **3L. LAYOFFS AND RECALL**

The Village of Carol Stream retains discretion to determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Employees will be given as much notice as possible in the event of a layoff.

In the event of reductions in force, employees will be laid off in accordance with Village needs and the employee's ability to perform the remaining work available without further training.

Sworn police personnel not covered by a collective bargaining agreement will be subject to lay off provisions as outlined in the state statutes.

Employees who are laid off shall be placed in 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 presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the Village in writing of his 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 current mailing address.

During the layoff period benefit accrual is discontinued, however insurance coverage for eligible employees is available through the Consolidated Omnibus Budget Reconciliation Act laws and provisions stated in *Chapter 6, Section F - COBRA*.

## **CHAPTER 4. COMPENSATION**

### ***4A. METHODOLOGY IN DETERMINING PAY RANGE***

Resolution No. 302 adopted by the Village Board in January of 1975 states that "in order to recruit and maintain the best municipal talent in the Chicago metropolitan area, it is the intent of the Village to pay salaries competitive with the top third of all salaries paid for comparable positions in the Chicago metropolitan area consistent with sound economic policies of the Village of Carol Stream". In order to determine comparable positions and the one third pay level for these positions, the Carol Stream pay ranges are compared annually to pay ranges in municipalities of similar size, population, geographical location, service production, governmental structure, and/or socioeconomic make-up. On the basis of information derived from such studies, the Village Manager may recommend changes in the assignment of pay ranges to the Village Board.

In determining their annual levels, the following criteria will be used:

- A. The results of a salary survey.
- B. The financial policies of the Village.
- C. Economic considerations.

Generally no employee will be paid below the minimum set for that employee's pay classification and no employee shall receive an increase that will cause him to be paid above the maximum base rate for that employee's pay classification.

### ***4B. PAY FOR PERFORMANCE***

In order to insure the highest and best service to the Village residents as well as to further the goals and objectives of the Village as a whole, an effective performance management program shall be established for all regular employees. The objectives of the performance management system are:

To encourage the development of employee performance and to maintain that performance at the highest levels possible.

To recognize various levels of performance and reward employees for that performance through the employee compensation plan.

To be a tool for supervisors in their important administrative role within the Village organization by monitoring their employee's performance and measuring that performance within a fair and effective time frame. To identify the strengths and weaknesses of the individual employee, as well as to establish a constructive means for developing the employee's strengths and for correcting the weaknesses.



To provide a two-way communication link between the supervisor and employee so that positive feedback can be applied to daily activities.

Performance is determined through a formal evaluation process for each regular employee. The evaluation will consider the employee's abilities, training, and service record compared to the levels and guidelines established for the position. The Village of Carol Stream expects all employees' conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. The work performance of every employee shall be evaluated on an ongoing basis. Formal evaluations will be conducted after six months in a new or initial classification, at one year, and annually thereafter. For the eligible employees, a salary adjustment, based upon performance, shall be considered once annually, on the anniversary date of employment or promotion.

Pay for performance increases (if any) are restricted to amounts, which adjust the employee's salary within the position's established salary range, as determined by the Village Board on an annual basis.

Pay increases for annual performance adjustments for Executive level positions shall be based on the Village Manager's determination of work performance. These are completed at the first anniversary and then each May of following years.

Employees receiving a review that does not meet standard performance levels shall be placed on probation for a period not to exceed three months. During this period, the work record of that employee shall be closely monitored by the supervisor, after which another evaluation shall be conducted for the purpose of reviewing work performance but shall not result in a pay increase. Two consecutive reviews that do not meet standard performance levels may lead to termination. This provision shall not limit the ability of the Village Manager to terminate an employee at any time in the manner permitted by law.

In the event that an employee is dissatisfied with the procedures used in conducting the yearly performance appraisal, an appeal may be filed. The appeal shall be filed by the employee to the supervisor/evaluator in writing after the performance appraisal has been completed, but no later than 7 working days after the final meeting. Failure to file within this time shall waive any rights to the grievance process. The written appeal should state the following:

1. *The specific reason the employee is dissatisfied with what has taken place in his appraisal.*
2. *Any written documentation pertaining to their reasons for disagreement.*

Once the written appeal is given to the evaluator/supervisor, the supervisor shall forward a copy of the appeal to the Employee Relations Director, examine the issues presented, discuss the appeal with involved parties and shall provide a written response to the employee within 7 working days, unless undue circumstances prevent a response in such

time period. If the employee continues to be dissatisfied, the employee may submit a written appeal to the Department Head within 7 working days. The Department Head shall examine the issues presented, discuss the appeal with all involved parties and shall provide a written response to the employee within 7 working days. If the employee continues to feel the concerns were not adequately addressed, the employee may submit a final written appeal to the Village Manager. The Village Manager or designee shall consider the facts presented by all parties, may hold a meeting with the involved parties to discuss the appeal and shall provide a written response to the appeal within 7 working days from receipt of the appeal. In all cases the decision of the Village Manager shall be final.

Temporary employees are not eligible to receive pay for performance increases. Performance evaluations may however be conducted periodically for temporary employees but will not result in a pay adjustment.

#### ***4C. SPECIAL ASSIGNMENT PAY***

Certain positions are recognized to have additional responsibilities that are not otherwise stated in their general job descriptions. Special assignment pay may be requested by the Department Head, and must be recommended by the Employee Relations Director and approved by the Village Manager.

Special Assignment Pay is:

Police Sergeant*	<b>\$131.01</b> Bi-weekly
------------------	---------------------------

These amounts will be reviewed annually and adjustments made as warranted.

Special assignment pay is not guaranteed, is not automatic and may be revoked at the discretion of the Department Head or Employee Relations Director with the approval of the Village Manager.

Special assignment pay shall not become a part of the base salary of the employee for the purpose of calculating overtime, pay for performance increases or lump sum bonuses if applicable. However, it is included for pension and tax purposes. The employees shall receive this amount added to their bi-weekly payroll check only during the period they are approved for this designation.

When a Community Service Technician or Records Clerk is assigned as a Field Trainer, that employee shall be compensated by an additional \$13.50 for each day so assigned. Adjustment to this compensation will be made as warranted.

\*Police Sergeants who receive special assignment pay shall, in addition, be eligible to receive straight time pay for any work required to be performed more than 30 minutes before the start of their shift, or more than 20 minutes following the regularly scheduled end of their shift.

#### **4D. EDUCATIONAL PLAN, LICENSES & MEMBERSHIPS**

The Village of Carol Stream is committed to the professional development and education of its employees. In an effort to achieve this goal, the Village will provide financial assistance to all eligible employees for pre-approved educational programs, licenses and memberships according to the guidelines set forth in this policy.

**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 Department Head on the Tuition Reimbursement Form. If the Department Head recommends reimbursement, approval of both coursework and educational institution must also be given by the Employee Relations Director and Village Manager. The Village maintains the right to request additional quotations for similar programs before reaching a final decision.

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

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

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

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

**Degree Program:** Employees beginning a directly job-related educational program culminating in a college degree shall submit a written request to the Department Head 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 their Department Head 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 two (2) years after completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

**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 two (2) years after completing a course or courses, the employee shall repay the Village the full amount of tuition reimbursement.

**Licenses:** Licenses required by the State, to perform specific tasks, part of normal Village job duties, and as stated in the official job classification, may be paid for in part or in full as determined by the Village Manager.

**Memberships:** Dues for employee memberships in recognized professional organizations as well as subscriptions for professional publications or trade journals, may be paid by the Village, when participation promotes the development of advanced job knowledge.

Payments for dues, licenses, subscriptions or education shall only be made at the request of the Department Head with the approval of the Village Manager. Payments made to the employee will be subject to appropriate tax laws.

#### **4E. OVERTIME**

##### **I. Non-Exempt Employees:**

The Fair Labor Standards Act (FLSA) requires the payment of time and one-half for all hours worked in excess of forty (40) hours in each week to all employees who are classified as non-exempt under the law. See *Appendix A*. The Village of Carol Stream will pay non-exempt, non-contract employees in 15 minute increments when they are required to work more than 40 hours in one week. Paid time off including sick leave will be considered toward the 40 hours.

**a) Call Back:**

(Emergency Overtime)

When due to the immediacy of Village operations or a breakdown in Village services, employees are required to return or remain in the work place to perform their duties on an overtime non-scheduled basis when emergency overtime arises. The supervisor and the department head that have authorized the overtime must approve emergency overtime as soon as possible. Non-exempt employees called back to work during non-scheduled hours or on non-prearranged work during their off-duty periods, which is not contiguous to their regular workday, will qualify for callback pay. When an employee is called back to duty, he will be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular hourly rate of pay. This call back time shall start when the employee reports at the assigned work area and shall end when the employee is released from work. Scheduled time resulting in overtime pay is not subject to the provisions of this call back policy.

**b) Court Attendance:**

When a non-exempt, non-sworn employee is required to report to any court or administrative hearing, as a result of an exercise of their duties with the Village of Carol Stream, outside of their regularly scheduled hours of work and in excess of the standard work week, the employee shall be compensated as follows:

- Two (2) hours minimum at and time and one half pay for any hearing as a result of an exercise of their duties on behalf of the Village.
- or
- The employee shall be paid at time and one half for all time actually spent while attending court or hearings. No employee shall receive less than a minimum of two hours time and one half pay under this provision.

It is the responsibility of each department head and the Village Manager to control overtime. Prior approval by the Village Manager and/or department head is required before overtime work can be performed. A department head may delegate the authority to a supervisor to approve overtime work within that department. As a general rule, overtime work should only be performed under direction of a supervisor who is classified as exempt or an employee who is acting in a supervisory capacity.

When a non-exempt employee is absent from work (for less than one day) with no paid leave benefit available, the time away from work will be docked. All non-exempt employees must record actual hours worked on their time sheets. This includes both the hours worked within the regular workweek and any additional overtime hours beyond the standard forty, (40) hour workweek. When available, all employees must sign their timecard prior to supervisory review. The supervisor who authorized the overtime must initial time sheets.

The employee's supervisor prior to commencement of the work must approve overtime work. Efforts will be made to balance overtime among qualified employees. Employees may be required to work overtime when necessary as

determined by their supervisor. The Village has the right to schedule overtime work as required in the manner most advantageous to the Village and consistent with the requirements of municipal employment in the public interest. Overtime work, whenever possible shall be distributed equally among qualified employees within a specific job classification who are performing similar work on the same shift.

Failure to report for overtime work when directed by a supervisor acting within established policy and/or direction of the Village Manager may result in disciplinary action being taken against the employee.

## **2. *Exempt employees***

Employees working in classifications that are exempt for purposes of the Fair Labor Standards Act are not eligible for overtime pay or compensatory time off. Exempt positions are listed in Appendix B of this manual. Exempt positions are classified in accordance with the law and include: managerial, administrative and professional positions. It is implicit in the nature of the work performed by exempt employees that they may from time to time spend more than forty (40) hours in performing their duties and responsibilities. In general, this extra time has been accounted for in establishment of the pay ranges to which these positions are assigned. Employees working in exempt positions shall perform extra work beyond the standard work week without receiving any additional compensation and are required to work as much overtime as is necessary to properly complete their assigned duties and responsibilities.

Certain supervisory or professional exempt positions may be eligible to receive additional compensation under extraordinary situations such as a civil emergency, when exempt employees may be required to work excessive hours for an extended period of time. Special compensation may be arranged by the Village Manager for those positions involved.

Police Sergeants may claim additional straight time pay or compensatory time for the time beginning 20 minutes following the end of their regular shift. The 30 minutes immediately preceding and the 20 minutes immediately following the Sergeant's shifts are compensated by the awarding of special assignment pay. In addition to special assignment pay, Police Sergeants will receive 1.5 times pay for any call back, hire back or other assignments outside of time spent in regular shift administration (including departmental staff meetings). These payments are in addition to the employee's regular salary.

*See Chapter 4, Section C - Special Assignment Pay.*

## **4F. COMPENSATORY TIME**

Compensatory time will not be granted in lieu of overtime payment to non-exempt employees; however, certain non-exempt employees as listed below will be permitted to receive compensatory time in lieu of actual cash overtime payments.

Administrative Secretary, Executive Secretary, Mechanic Supervisor, Records Supervisor, Water and Sewer Supervisor

These positions may qualify for compensation at the rate of one and one half times their regular hourly rate of pay or compensatory time at the rate of one and one half hours for each overtime hour worked. Accrued compensatory time shall be used within the same payroll period it is earned or the pay period immediately following. If the compensatory time is not used, any hours remaining shall be paid to the employee not later than the end of the next pay period. The decision to grant compensatory time in lieu of overtime pay shall be made by the department head and noted on the employee's time card.

#### ***4G. PAY PERIODS***

The Village of Carol Stream pays on a bi-weekly basis with twenty-six (26) pay periods in a twelve (12) month period. Paychecks are distributed every other Friday. If one of these Fridays falls on a holiday, the paychecks are distributed on the last workday preceding the holiday. Mechanical or human failure may delay paychecks from being delivered normally. Every effort will be made to pay employees promptly. In an effort to encourage increased efficiency, it is recommended that all employees take advantage the Village's Direct Deposit Program. Employees who have questions regarding their paycheck should contact the Finance Department.

***Travel Expenses:*** Subject to budget allocations and approval of the Village Manager, travel expenses may be reimbursed to municipal employees attending authorized municipal and or professional meetings and conferences. Such expenses may include registration, transportation, meals and lodging. More information on travel reimbursement can be found in the Administrative Procedures Manual, Operating Procedure #43.

#### ***4H. PROMOTIONS, TRANSFERS, ACTING STATUS***

***Promotions:*** A promotion is any movement from one position to another that has a salary range mid-point approximately 10% higher than the previous position. When an employee is promoted to a non-department head position the entrance rate shall be generally the lowest point in the higher range that will provide an increase of approximately 5-7% for a non-supervisory position, and up to 10% for a supervisory position, over the rate of pay received immediately prior to the promotion. If the promotion is to fill a department head position, the amount of increase is determined by the Village Manager. It is important to point out the factors to be considered in determining the amount of the increasing salary due to promotion. This increase is provided to reflect these major factors:

- increased duties and responsibilities of the new position.
- complexity of new duties over previous duties.
- service length and performance record of the employee in his previous position.

- the year wait from the date of the promotion until the next review for pay purposes.

When an employee is promoted to a supervisory or department head position, the increase will be determined by reviewing the internal equity between the newly promoted person and his subordinates, as well as qualifications for the position. Any promoted employee must be placed within the established minimum and maximum of the new pay range. When the promotion removes an employee from a collective bargaining unit and that employee did not receive any across the board wage adjustment for the current fiscal year due to an expired contract, an adjustment will be applied upon promotion. The adjustment will be the same percentage as the non-union employee's general wage adjustment and will be effective on the date of the promotion. This increase will be calculated with the employee's base rate prior to promotion, after which the promotional increase will be applied.

When an employee (non-union) is recommended for promotion, a performance review is conducted. Salary increases normally associated with the performance review shall be pro-rated based on the length of the time since the last review. This performance review may be a detailed memo from the supervisor and/or department head and shall contain a recommended performance rating which must be approved by the Employee Relations Director and the Village Manager.

As a result of a promotion, the employee's anniversary date will change to the date of the promotion and the employee shall be reviewed thereafter on an annual basis for pay purposes based on the new date. An initial evaluation following promotion shall be conducted at the end of the first six months to measure the employee's performance and appropriateness in the new position. If the rating is satisfactory, then a copy of the evaluation is placed in the employee's file and used as a reference for ensuing reviews. Another evaluation shall be conducted at twelve months of employment. If the 12-month review is satisfactory a pay for performance increase may be granted. In the event the promoted employee does not receive a satisfactory rating as a result of this review, he shall revert to a lower position, if one is available, and the person is qualified for such position. If returned to the position held immediately prior to the promotion he shall receive the rate of pay to which he would have been entitled had the promotion not occurred. Returning to a lower position does not apply to situations covered under the rules of the Board of Fire and Police Commissioners.

**Transfers:** If an employee applies for a promotion or a transfer to a different department, the employee's current department head shall be notified by the employee if selected to be interviewed or tested for the vacant position. If the employee meets the qualifications of the position and is strongly being considered for the new position, the department head of the vacant position, shall notify the employee's current department head of this consideration.



When an employee from a position in one department transfers to a position in another department within the Village, the promoted employee must remain in his original position until a replacement is hired and trained, unless waived by the Village Manager.

For a lateral transfer, the anniversary date will not change, the new supervisor shall work with the former supervisor to complete an accurate performance evaluation.

**Acting Status:** If a vacancy occurs in an administrative or supervisory position due to: a prolonged illness, resignation, termination, retirement or extended unpaid leave of absence, a qualified employee may be appointed to assume the duties of the vacant position. The employee must be recommended for "acting" capacity by the Department Head, Employee Relations Director and approved by the Village Manager. A pay adjustment may be made in recognition of the increased responsibilities. The "acting" pay increase will be approximately a 5% increase, placing the acting employee's pay at least to the minimum, but not above the maximum pay, in the range of the vacant position. If the employee's anniversary date falls during the "acting" period, the evaluation and any pay increase (including retro active pay) will be delayed until after the acting period, when the employee returns to his regular position. "Acting" pay may be maintained for up to three months after the vacancy is filled, to recognize the training time to be spent with the newly hired individual.

"Acting" pay may be adjusted once begun, only if a general wage adjustment occurs changing the employee's original (regular) rate of pay. The "acting" pay will be adjusted accordingly to maintain the approximately 5% difference between the employee's original (regular) base pay and the "acting" pay.

## CHAPTER 5 – LEAVE POLICIES

### 5A. HOLIDAYS

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

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

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

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

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

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

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

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

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

### **5B. SICK LEAVE**

Sick leave shall be earned, effective from the first day of employment at the rate of one (1) day for each month worked. (In the case of regular part-time employees a "day" shall consist of the customary number of hours normally worked by that employee.)

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

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

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

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

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work period. At the time of providing this notice, the employee must provide sufficient information in order for the Village to ascertain whether the reason for the absence is a Family Medical Leave Act (FMLA) qualifying reason. If any absence qualifies for FMLA said leave will automatically be applied in concurrence with all paid and/or unpaid time.

In the event sick leave is taken for more than three consecutive days, the employee shall furnish written confirmation of illness or injury signed by a healthcare provider. The

Employee Relations Director shall provide to the doctor a detailed list of the daily activities of the employee, to assist in the determination of the employee's work capacity. Said doctor's certificate shall be required for all absences of more than three (3) consecutive days, and in all cases shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties. The doctor's certificate may also be required during instances of more than three absences for sick leave occurring in any twelve month period or when abuse is suspected or when necessary to verify Family and Medical Leave Act eligibility.

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

- The services are necessary to the operation of the Department/Village
- The services are temporary and have a fixed starting and ending date.
- The services are within the scope of the employee's restrictions as outlined by a physician.
- The services do not displace any other department employee.

Special duty assignments may be made after consideration of the above factors in each individual circumstance. All special duty assignments will be reviewed at 30 day intervals, and cannot exceed 12 months. Assignments will be discretionary by the Village Executive Staff.

#### ***5C. PERSONAL LEAVE***

Paid personal leave is allowed for all regular employees of the Village. It is acquired at the rate of three (3) workdays per calendar year for full-time employees, with a correspondingly lesser rate for regular part-time employees. Newly hired employees will be compensated on a pro-rated basis based upon the date in which the employee begins his employment.

Personal leave must be used within the calendar year given, and may not be carried over from year to year. Normally employees must request personal leave at least 24 hours in advance and approval from the Department Head or his designee is required. Individual Departments may require written requests or the use of a departmental leave form.

#### ***5D. ADDITIONAL PERSONAL LEAVE – SICK LEAVE INCENTIVE PROGRAM***

As an incentive for employees, encouraging minimal use of sick leave, an additional 4 hours of paid personal leave (sick leave incentive) may be earned each trimester (Jan-April, May-Aug & Sept – Dec) by meeting all of the following criteria:

- The employee's sick leave usage for the prior two trimesters may not have exceeded four hours total when combining both trimesters.
- The employee must have worked the last two full trimesters.

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) trimesters. Regular part-time employees will be compensated on a pro-rated basis based upon their normal workday. These personal hours may be used within one year following their accrual.

**5E. VACATION LEAVE**

Vacations with pay shall be granted to all regular employees. Vacation for full-time employees will accrue on a bi-weekly basis as follows:

1st year through 4th year	10 work days per year. (3.08 hours bi-weekly)
5th year of employment	15 work days per year. (4.62 hours bi-weekly)
13th year of employment	20 work days per year. (6.16 hours bi-weekly)
20th year of employment	25 work days per Year. (7.70 hours bi-weekly)

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

**Maximum Vacation Usage & Accrual:** Vacation leave shall be taken by the eligible employee upon approval of the department head at a time that will not interfere unreasonably with the operation of the employee's department. *Unless otherwise approved by the Village Manager*, employees shall be allowed to carry up to, but not more than, two (2) times their annual allotment:

<i>1st year through 4th year</i>	<i>160 Hours</i>
<i>5th year of employment</i>	<i>240 Hours</i>
<i>13th year of employment</i>	<i>320 Hours</i>
<i>20th year of employment</i>	<i>400 Hours</i>

Vacation time in excess of allowable hours will be forfeited.

Executive positions shall accrue five (5) days vacation leave per year in addition to the vacation schedule set forth above. This additional vacation may also be taken as compensation at the executive employee's election. However; no employee may elect additional vacation if said election results in an overall vacation balance that exceeds the maximum allowable accrual.

Note: Given the additional week of vacation received by executive employees, maximum accrual rates are increased by 80 hours.

**Vacation Accrual During Leaves of Absence Without Pay:** Vacation time credit shall not be accumulated during any leave of absence without pay. In addition, vacation time

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

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

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

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

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

#### ***5F. FAMILY & MEDICAL LEAVE***

**Purpose:** To provide employees with leave benefits, when needed, in accordance with the Family & Medical Leave Act effective August 5, 1993 ("FMLA").

**Policy:** You are eligible to take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave provided you: 1) have worked for the Village for at least 12 months, 2) have worked at least 1250 hours in the last 12 months, and 3) are employed at a worksite that has 50 or more employees within a 75 mile radius. The "12-month period" is a rolling period, measured backward from the date a leave is to be taken.

**Reason for Leave:** If you are eligible, you may take family/medical leave for any of the following reasons: 1) the birth of a son or daughter and in order to care for such son or daughter; 2) the placement of a son or daughter with you for adoption or foster care; 3) to care for a spouse, son, daughter, or parent ("covered family member") with a serious health condition; 4) because of your own serious health condition which renders you unable to perform the functions of your position; 5) because a spouse, child, parent, or next of kin of a covered military service member is recovering from a serious illness or injury sustained in the line of duty\*; or 6) because of any qualifying exigency arising out of a spouse, child or parent on active duty or notified of an impending call to active duty. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Village who request leave because of reasons "1" or "2" or to care for an ill parent, may

only take a combined aggregate total of 12 weeks leave for such purpose during any 12 month period.

\*Note: Unlike all other leaves, leave because of reason "5" may take up to 26 weeks in a single 12-month period. This military caregiver leave is available during a single 12 month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

**Notice of Leave:** If your need for family/medical leave is foreseeable, you must give the Village at least 30 days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, you are expected to notify the Village as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The Village has Request for Family/Medical Leave forms available from the Employee Relations Department. You should use these forms when requesting leave.

**Medical Certification:** If you are requesting leave because of your own or a covered family member's serious health condition, illness or injury, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain a Certification of Healthcare Provider form from the Employee Relations Director. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the healthcare provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA qualifying condition, the employee's absences will be treated according to the attendance standards.

The Village, at its expense, may require an examination by a second healthcare provider designated by the Village. If the second healthcare provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable healthcare provider to conduct an examination and provide a final and binding opinion. The Village may also require medical re-certification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

**Reporting While on Leave:** If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

**Leave is Unpaid:** Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, illness or injury, any accrued paid vacation/personal time as well as sick time if deemed medically necessary, must be used in conjunction with unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid sick, and vacation/personal leave you have must be used in conjunction with any unpaid family/medical leave. In addition, the Village's short-term and/or long-term disability may apply as part of the 12-week leave period when the leave requested is due to your serious health condition or birth of a child. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

**Medical and Other Benefits:** During an approved family/medical leave, the Village will maintain your health benefits, as if you continued to be actively employed. If paid leave is used in conjunction with unpaid family/medical leave, the Village will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group healthcare coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

**Exemption for Key Employees:** Certain "key" employees (ie: a salaried employee who is in the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Village. The Village will notify you if you qualify as a "key" employee, if the Village intends to deny reinstatement, and of your rights in such instances.

**Intermittent and Reduced Schedule Leave:** Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

**Other Applicable Leaves:** FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker's compensation leave will simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

**Returning From Leave:** If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay,



benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Employee Relations Director. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until provided.

**Legal Rights Under the Law:** Any employee who believes his rights under the Family Medical Leave Act have been violated may file a complaint with the United States Department of Labor: 1-866-4-USA-DOL.

#### ***5G. JURY LEAVE***

Any regular employee will be allowed time off with pay for the portion of the employee's work day that overlaps with hours spent on jury duty when said employee is required to serve as a juror at a court of law.

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

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

#### ***5H. BEREAVEMENT LEAVE***

A department head may authorize an employee to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. The immediate family for the purposes of bereavement leave is defined as: Husband, wife, stepmother, stepfather, daughter, son, stepdaughter, stepson, mother, father, sister, brother, stepsister, stepbrother, next of kin, the spouses of any of these, and any "in law" relationship of the above including relationships arising from adoption.

An employee shall be granted one day with pay for death of "other close family members". "Other close family members" shall only include grandparents, grandchildren, uncles and aunts. In the case of grandchildren, up to two (2) additional days may be granted at the discretion of the Department Head with approval of the Village Manager.

All other family members including in-law relationships of "other close family members", non-family members, and any additional time needed for attending funerals shall be charged to vacation or personal leave. The Village may request the employee to provide proof of death. Normal authorized bereavement leave shall be in addition to sick

leave or vacation leave. Any leave used for this purpose must be arranged within 30 days of the death.

Note: For the purposes of Bereavement leave, a workday is defined as the normal number of hours an employee is regularly scheduled to work per day.

#### ***5I. VOTING LEAVE***

Employees whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted two (2) hours off, to vote in any Federal, State, or local general election, if the employee requests the time off prior to the election day. The Village may designate the 2-hour period off to vote.

#### ***5J. SPECIAL LEAVE***

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

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

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

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

**5K. MILITARY LEAVE**

Any employee with the Village who is a member of the military will be allowed leave and entitled to be restored to the same or equivalent position upon their return, as provided by law.

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

For further information of leave benefits and rights, please see the Employee Relations Director.

**5L. ADMINISTRATIVE LEAVE**

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

**5M. ABSENCE WITHOUT LEAVE**

Absence without leave is defined as any absence in which the employee does not report for work and fails to properly notify his supervisor that he is requesting to utilize accrued leave. In addition, the employee will be regarded as absent without leave if he attempts to utilize leave to which he is not entitled. An employee who is absent without leave for one full day or more, or is absent without leave on more than one occasion during a 12-month period, is subject to termination.

**5N. VOLUNTARY LEAVE DONATION PROGRAM**

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

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

In order to be considered eligible, the recipient employee must provide documentation from a treating physician regarding the illness or injury to the Employee Relations

Director. The Employee Relations Director will review each case for eligibility and make recommendation to the Village Manager for approval. Once approved, the Employee Relations Director will post a notice announcing the opportunity to donate leave time when authorized by the recipient employee. In all cases, any specific medical information will remain confidential.

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

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

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

## **CHAPTER 6. GROUP BENEFITS**

### **6A. HEALTH INSURANCE**

All regular employees of the Village, who are regularly scheduled to work forty hours per week, are invited to participate in the group health and life insurance program. It is not compulsory for an employee to join the program, however all new employees who wish health insurance coverage will be required to participate in the available Health Maintenance Organization option. Eligible employees hired on or after May 1, 1993 who wish to participate shall contribute 20% for single or single and family group major medical and hospital insurance premiums.

Employees hired prior to May 1, 2010 at a schedule of 30 hours per week or more will also be eligible to participate in the Village's health insurance program as described above.

For eligible employees hired before May 1, 1993, the Village will make single coverage payments at 100%. If family coverage is elected, the employee will pay 20% of the cost of family coverage only.

Further detailed information is contained in the insurance booklets, which are given to each employee. Necessary forms for filing claims, changing HMO Medical groups or for changes in covered dependents can be obtained from the Employee Relations Department.

### **6B. LIFE INSURANCE**

All regular full-time employees will be enrolled in the Village Life Insurance Plan. The coverage amount is calculated by the employee's classification and is outlined as follows:

- Non-Supervisory Employees = 1 Times Salary
- Supervisory Employees = 1.25 Times Salary
- Executive Staff = 1.5 Times Salary

### **6C. DENTAL INSURANCE**

All regular employees of the Village who are covered by this manual and are scheduled to normally work forty hours per week are also invited to participate in the group dental insurance plan. If dental coverage is elected, the Village shall pay 100% of the cost for the employee coverage and the employee shall pay 100% of the dependent coverage for dental insurance.

Employees hired prior to May 1, 2010 at a schedule of 30 hours per week or more will also be eligible to participate in the Village's dental insurance program as described above.

#### **6D. WORKER'S COMPENSATION**

Worker's Compensation Insurance is paid for by the Village of Carol Stream, and is available without a payroll deduction to each employee. Details of employee coverage under the Illinois Worker's Compensation and Occupational Diseases Acts are available in the Assistant Village Manager's Office. Please note that all claims arising out of an accident or injury, which are covered under Worker's Compensation Insurance, are not payable through the group Insurance Plan.

All accidents or injuries must be reported as outlined in Chapter 2, Section D – Reports of Injury. More detailed information regarding safety and accidents is found in the *Loss Control Manual*. Questions regarding Workers Compensation should be addressed to the Assistant Village Manager's Office.

#### **6E. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Village recognizes that there are many internal and external factors that influence an employee's job performance including family or marital crises, substance misuse or abuse problems and other forms of mental and physical stress. It is to the advantage of both the employee and the Village to deal effectively with factors that can adversely affect an employee's well being possibly resulting in deterioration of performance and productivity. The Village of Carol Stream Employee Assistance Program will provide confidential counseling and referral services to those employees who seek assistance or advice about coping with a particular situation, which could affect their job performance. The Village of Carol Stream Employee Assistance Program is available to all regular employees and their dependents. This is a strictly confidential service. More information can be obtained through supervisors or the Employee Relations Director.

#### **6F. COBRA - Continuation of Group Health Insurance Benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA)**

Under the provisions of COBRA, employees and their dependents may elect to continue their group health and dental insurance coverages upon the occurrence of one of the following events:

If an employee's employment terminates for any reason other than gross misconduct.

If an employee's working hours are reduced (including during certain leaves) and he is no longer considered eligible for coverage under the plan.

If an employee should die leaving dependents.

If an employee becomes eligible for Medicare and his dependent(s) is no longer considered eligible for coverage.

If an employee's dependent child no longer meets the definition of an eligible dependent under the plan.

The employee or dependent is responsible for notifying the Village that one of the qualifying events has occurred. The employee or dependent may be responsible for paying up to 102% of the insurance premium as provided by law. Coverage may be continued for *18 months or longer in certain circumstances provided by COBRA*. The employee and dependent(s) have up to sixty, (60) days from the date that coverage would end, due to the occurrence of one of the qualifying events, to inform the Village that they wish to continue any of the group health benefits.

COBRA also provides that continuation coverage will end for any of the following reasons:

1. The cost of continued coverage is not paid on or before the date it is due.
2. The covered person becomes entitled to Medicare.
3. The plan terminates for all employees.

More information about COBRA is available through the Director of Employee Relations.

#### ***6G. INSURANCE UPON RETIREMENT***

Employees who are fully qualified to receive pension or disability benefits (IMRF or Police) may qualify for continued individual or dependent group health insurance coverage. Detailed information concerning eligibility for continuing health insurance benefits is available from the Employee Relations Director.

Insurance eligibility can only be continued if the retiring employee assumes the cost of the entire premium. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and eligibility to immediately receive pension benefits there from. This provision is also subject to the Consolidated Omnibus Budget Reconciliation Act. *See Chapter 6, Section F - COBRA.*

#### ***6H. ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)***

All employees, working at least 1000 hours per year, are required to participate in IMRF, except sworn personnel of the Police Department who are participants in the Village of Carol Stream Police Pension Fund. Upon termination of employment, application may be made to IMRF for a refund if the employee has not yet qualified for retirement benefits. Employees should note that applicable tax laws would apply to this refund. If the individual becomes employed by another municipality or agency under IMRF, employee contributions are automatically transferred. Social Security contributions are made in addition to the appropriate pension plan contributions. Further detailed information on IMRF is contained in the pamphlet given to each new employee and is available in the Employee Relations Department.

**6I. POLICE PENSION FUND**

Sworn personnel employed by the Village of Carol Stream Police Department are invited and encouraged to participate in the Police Pension Fund. The rate of deduction of the employee's gross salary under this retirement is set by state statute. In addition, sworn personnel are covered under the Federal Social Security Act (FICA).

**6J. LEAVE CONVERSION UPON REQUIREMENT**

Upon retirement, employees will be compensated for all accrued vacation, personal and holiday leave, as well as 50% of any accrued sick leave over one hundred fourteen (114) days. This payment may be taken as either one final payment, or as a lump sum contribution to the Village's 457 plan not to exceed the IRS allowable amount. *Employees selecting the 457 option must make this contribution prior to their last day of employment.* In cases when the monetary amount exceeds the IRS allowable amount for contribution, the employee will receive the remainder in one final payment.

**6K. DEFERRED COMPENSATION PROGRAM**

All regular employees of the Village shall have the option of participating in the International City Management Association Retirement Corporation's Deferred Compensation Program (457). The Retirement Corporation provides a deferred compensation plan contribution which can be directly deducted from the employee's payroll check. Information is available in the Finance Department or Employee Relations Department.



## CHAPTER 7 - DISCIPLINE

### 7A. CAUSES FOR DISCIPLINARY ACTION

In order to insure equitable and consistent application of disciplinary procedures, the following guidelines have been established. (Disciplinary procedures as detailed in the collective bargaining agreements supersede these guidelines). The key in selecting which disciplinary action to implement is that the consequence must be handled according to the seriousness of the offense, given the circumstances and the employee's past work record. In discipline, the supervisor must consider all factors. The need for a uniform discipline policy is two-fold.

It protects the employee from unjust disciplinary action.

It protects the employer from accusations of unfair disciplinary action by documenting a series of progressive measures. This article shall not limit the ability of the Village to take actions regarding employees caused by the lack of work or a change in Village policies or finances.

The Village of Carol Stream expects all employees' overall conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. Each of the following circumstances is sufficient cause for disciplinary action against an offending employee. The illustrations of offenses listed are not intended as a complete inventory of what can occur in the work environment; such a list would be limitless, but it is to serve as a guide in determining appropriate action.

- Intoxication *or* being under the influence of illegal drugs while on duty, the use of non-prescribed drugs, or use of prescribed drugs that could impair the employee's performance without notifying the supervisor, while on duty.
- Any act of sexual harassment *in violation of the Village's anti-harassment policy*.
- Negligent destruction or loss of property.
- Theft or willful destruction of property.
- Any act which endangers the safety, health, or well being of another Village employee or guest which is of sufficient magnitude that the consequences cause, in whole or in part, disruption of work or discredit to the organization.
- Any act of violence including any threats of violence.
- Incompetence or inefficiency in the performance of the duties of the position. The term "incompetence" shall mean a lack of ability, knowledge or fitness to perform duties, which are reasonably within the scope of employment. The term "inefficiency" shall mean the performance of the duties of the position at a level lower than the level ordinarily expected of other employees in similar positions. At

the same time the deficiencies and/or offense are noted, a timetable may be placed in writing by which the individual must improve performance to an acceptable level. The use of a timetable is not appropriate where the employee's actions are of such serious impact that dismissal is likely to occur within a short time.

- Failure to perform the duties of the position because of neglect or fatigue.
- Inappropriate behavior such as sleeping during work time.
- Insubordinate actions, including willful disobedience of a rule, order or directive.
- Falsification or fraud in securing employment.
- Falsification or false representation of events or documents by the employee in the course of their employment.
- False representation to a superior as to the quality and/or quantity of work performed.
- Obtaining or revealing confidential information in any unauthorized manner.
- Operating a Village vehicle recklessly or without an appropriate valid driver's license.
- Bringing a weapon onto Village premises or while performing Village work, other than specifically required to perform one's job duties.
- Soliciting donations, gifts or other valuable things for any personal purpose during work hours (the employee also shall not sell any items or solicit any goods, services or products). During non-working hours, no individuals, by representing to the public that they are a Village Employee, shall solicit any donation, fee, gift or other valuable thing for any personal gain. Also, the employee by representing to the public that they are a Village Employee during non-working hours shall not sell any item or solicit any goods, services or products.
- Unauthorized use of Village property or services of other employees for unauthorized purposes.
- Absence without leave, the use of sick leave or any leave of absence in an unauthorized manner, a record of excessive absence including excessive tardiness. Engaging in unauthorized outside employment when on leave.
- Absence from workstation not authorized by the supervisor.
- Any knowledgeable act of unlawful discrimination or harassment by a Village employee on the basis of sex (including sexual harassment), age, religion, ethnic origin or disability or other protected category in violation of the Village's policy.

- Failure to obey safety rules or to use required safety equipment.
- Any other activity, which is not compatible with good public service, shall be handled using the definitions below as guidelines for appropriate action.

### ***7B. FORMAL DISCIPLINARY MEASURES***

Every stage of disciplinary action should be documented. A form, the "Disciplinary Action Notification" may be used to record any step in the disciplinary action process, which follows.

***Oral Reprimand:*** Unless the severity of the action requires a stronger or more direct response, the first course of disciplinary action is an oral reprimand given by the supervisor or the Department Head. Although an oral reprimand shall not be kept in the personnel file, the department should keep record of such action.

#### ***Written Reprimand***

*or*

***Written Notice:*** Unless the severity of the action requires a stronger or more direct response, the second step in the disciplinary procedure is a written notice issued to the employee by the supervisor or Department Head. A notice of disciplinary action form may be completed which will include a description of the incident for which the warning is issued, an outline of the circumstances surrounding the incident, and any written comment the employee wishes to include and shall be placed in the employee's personnel file. The employee shall be given an opportunity to sign indicating receipt of such a written reprimand. Failure to sign will be noted.

***Suspension:*** A suspension, or temporary separation from the Village service without pay, is the third course of disciplinary action. Discipline at the level of suspension or above must be recommended by the Department Head, with approval by the Village Manager. When a suspension is enacted, the Department Head taking such action will provide written documentation, with a copy placed in the employee's file.

Exempt employees, in accordance with the Fair Labor Standards Act and Illinois Minimum Wage Act, are subject to unpaid partial week disciplinary suspensions only for safety violations of major significance.

An employee who is arrested and charged with criminal offense may be suspended by the Village Manager pending final disposition of the case.

***Demotion:*** Employees may be demoted or assigned to less responsible work, when their work has not been satisfactory or for other reasons affecting their work, but if not so serious as to warrant dismissal. A reduction in salary shall accompany such demotion. When a vacancy exists in a lower class for which the employee is qualified, the Department Head, with the approval of the Village Manager, may place the employee in the vacancy. When no such vacancy exists, the Department Head shall notify the Village

Manager and the employee will be terminated without prejudice to be rehired if he applies and is selected for a vacancy in the future.

**Dismissal:** The final course of disciplinary action is utilized only as a means of insuring high quality public service to the community. Whenever the actions or attitudes of an employee seriously conflict with the policies, rules and practices of the Village, the Department Head may recommend the dismissal of an employee. The Village Manager must approve all dismissals.

If a situation arises that in the opinion of the supervisor necessitates immediate disciplinary action for safety and protection of public property, and if the Department Head or Village Manager is not available, then the supervisor has the authority to order the offending employee to immediately leave the job site until review of the situation is completed by the Department Head or Village Manager. The supervisor shall, however, inform the offending employee of the reason why the order is being made and shall accord the employee some opportunity to respond to the order to leave the job site.

Whenever a disciplinary action is to be taken against a regular employee of written reprimand or greater, the employee shall be advised in writing by the Department Head of the violations and the discipline that will be administered. The Disciplinary Action Notification form may be used which contains this statement. A meeting will then be scheduled with the employee to discuss the discipline and the employee will be given the opportunity to respond to allegations against him.

In the case of a suspension, demotion, or dismissal, the employee is advised, in writing, that he may appeal the action in accordance with *Chapter 8, Grievances*. The procedure for appealing suspensions and dismissals for sworn personnel is contained in the Rules and Regulations of the Village of Carol Stream Board of Fire and Police Commissioners. A grievance review shall be limited to two areas:

The facts used in determining whether an incident occurred requiring disciplinary action.

The process used in disciplining the employee once the act occurs.

## **CHAPTER 8 - GRIEVANCES**

### **8A. DEFINITION**

Employees are encouraged to promptly discuss with their supervisor any work related problem. It is the desire of the Village of Carol Stream to encourage open, informal communication between Supervisors and their staff. All levels of employees are encouraged to discuss any misunderstandings as they arise. However, it is recognized that there may be certain issues that may not be resolved in this manner; therefore formal written procedures have been established.

A grievance for the purposes of this section is defined to mean any complaint arising out of his employment, other than for employees whose collective bargaining agreement contains a grievance process.

A grievance may not, however be filed regarding a decision rendered by an administrative official in the area of management rights as defined in *Chapter 1, Section B - Management Rights*. For sworn police personnel in matters of discipline, the appeal procedures are contained in the *Rules and Regulations of the Carol Stream Board of Fire and Police Commissioners*. State Statutes may also apply.

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

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

### **8B. PROCESS**

When an employee wishes to exercise the right to initiate the process, the following procedure shall be implemented:

#### **Step 1: To Direct Supervisor**

The employee may file a written grievance. The grievance must be made within seven (7) working days after the aggrieved actions occur. Failure to file within this time shall waive any rights to the grievance process.

- The initial grievance is directed to the immediate supervisor.
- The initial grievance shall include sufficient documentation about the reasons for the grievance.

- The grievance shall include the specific section of the personnel manual, which the employee believes to be violated if applicable.

The supervisor shall be responsible for:

- making inquiry into the facts and circumstances of the grievance
- for providing the employee with a written decision within seven (7) working days after receipt of the grievance.
- provide a copy of above to the Department Head and the Employee Relations Director.

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

If the grievance involves suspension, demotion or dismissal, the procedure may start at Step 2. In cases where the Village Manager determined a dismissal, suspension, or demotion, the grievance may be made directly to the Village Manager - Step 3.

### **Step 2 - To Department Head**

If the employee is dissatisfied with the response from his immediate supervisor or if a response is not received within seven (7) days, the employee may present the grievance to the Department Head. This action shall be made in writing to the Department Head and shall include all documents from Step 1.

The Department Head shall review the grievance and may conduct a separate investigation. The Department Head will render a written decision within 7 working days of the receipt of the employee's grievance.

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

### **Step 3 - Final Appeal to the Village Manager or Designee**

If the employee is not satisfied with the Department Head's response or if a response is not received within seven (7) working days, the employee shall have the right to *grievance* in writing within seven (7) working days to the Village Manager.

The Village Manager or his designee shall review the matter with the appealing employee within ten (10) working days. All information obtained in the previous steps will be examined, as well as other information gathered by the Manager or his designee. After such a meeting the Manager will make a

decision within fifteen (15) working days. The Manager's decision concerning all grievances shall be final.

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

Under certain unusual circumstances a grievance may be presented directly to the Village Manager after consulting with the Employee Relations Director. Every effort must be made, however, to follow the formal grievance process as described here.

## **APPENDIX A**

### **NON-EXEMPT (from overtime) CLASSIFICATIONS**

ACCOUNTS CLERK  
ADMINISTRATIVE SECRETARY  
BUILDING MAINTENANCE EMPLOYEE  
BUILDING MAINTENANCE SUPERVISOR  
CODE PROFESSIONAL  
COMMUNITY SERVICE TECHNICIAN  
ENGINEERING INSPECTOR  
EVIDENCE CUSTODIAN  
EXECUTIVE SECRETARY  
GARAGE SUPERVISOR  
MECHANIC  
POLICE OFFICER  
PUBLIC WORKS CLERK  
PUBLIC WORKS EMPLOYEE I  
PUBLIC WORKS EMPLOYEE II  
PUBLIC WORKS EMPLOYEE III  
RECORDS CLERK  
RECORDS SUPERVISOR  
SECRETARY  
TRAINING COORDINATOR / BUDGET ANALYST  
WRC CLERK  
WATER & SEWER EMPLOYEE I  
WATER & SEWER EMPLOYEE II  
WATER & SEWER EMPLOYEE III




## **APPENDIX B**

### **EXEMPT (from overtime) & EXECUTIVE CLASSIFICATIONS**

ACCOUNTANT  
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR  
ASSISTANT FINANCE DIRECTOR  
ASSISTANT PUBLIC WORKS DIRECTOR  
ASSISTANT VILLAGE ENGINEER  
ASSISTANT TO VILLAGE MANAGER (E)  
ASSISTANT VILLAGE MANAGER (E)  
CHIEF OF POLICE (E)  
COMMANDER  
COMMUNITY DEVELOPMENT DIRECTOR (E)  
DEPUTY POLICE CHIEF  
EMPLOYEE RELATIONS DIRECTOR (E)  
ENGINEERING SERVICES DIRECTOR (E)  
FINANCE DIRECTOR (E)  
INFO SYSTEMS SUPERVISOR  
MAINTENANCE SUPERINTENDENT  
PUBLIC WORKS DIRECTOR (E)  
SERGEANT  
STREETS SUPERINTENDENT  
SOCIAL SERVICES DIRECTOR  
SOCIAL WORKER  
WATER & SEWER SUPERVISOR

**(E) Indicates Executive Group.**

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

**TO:** Joseph Breinig, Village Manager  
**FROM:** Jon Batek, Finance Director   
**COPY:** Bob Glees, Community Development Director  
**DATE:** April 11, 2011  
**RE:** Write-off of Uncollectible Receivables

Pursuant to Village Code section 2-3-6, and upon review of the aged accounts receivable listing for March 31, 2011, I am proposing the write-off the following invoices as uncollectible:

<u>Inv #</u>	<u>Date</u>	<u>Name</u>	<u>Service</u>	<u>Service Date</u>	<u>Amount</u>
6139	11/12/09	CB Richard Ellis	Abandon permit	04/30/09	\$2,632.00
6153	12/09/09	Integrated Warehouse	Abandon Permit	08/08/07	625.00
6547	12/08/10	D Katz Equipment	Abandon Permit	03/29/07	715.00
			Total		<u>\$3,972.00</u>

As the age of these receivables from the date of service ranges from nearly 2 years to more than 3 years, their collection is highly unlikely. These invoices have been placed with our external collection agent. For auditing purposes, it is advisable to no longer carry these receivables on our books, due to their speculative collectability. Should however our collection agent prove successful, we would share in a portion of the proceeds collected.

As these proposed write-offs are greater than \$500 individually, their write-off must be approved by Village Board action pursuant to section 2-3-6 of the Village Code, a copy of which is attached. A total of 11 additional invoices ranging in dollar amount from \$55.00 to 425.00, totaling \$2,127.50, were administratively written-off as permitted by the Code.

Please let me know if you have any questions or require additional information.

**§ 2-3-6 PROCEDURE FOR BAD DEBT WRITE-OFF.**


(A) All payments and debts due to the village and deemed uncollectible shall be reported to the corporate authorities in an annual report within 90 days after the conclusion of each fiscal year. If such debts or payments deemed uncollectible shall in any fiscal year amount to less than \$2,500 in the aggregate with no single amount in excess of \$500, the unpaid amount may be written off the books and records of the village as "bad debts" by administrative action. In such case, the amount "written off" shall be reported to the Village Manager. All payments or debts deemed uncollectible which shall in any fiscal year amount to an aggregate total of more than \$2,500 and any individual amount of more than \$500 may only be "written off" the books and records of the village by the Finance Director after such action is approved by motion of the corporate authorities.

(B) If the "write-off" is the result of a bankruptcy, the approval of the corporate authorities is not necessary and the amount written off shall be included in the report that is given to the Village Manager.

(Am. Ord. 99-03-21, passed 3-15-99)

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

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

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

**DATE:** April 8, 2011

**RE:** **Agenda Item for the Village Board Meeting of April 18, 2011**  
**Purchases Orders for Professional Services - B&F Technical**  
**Code Services, Inc.**

**PURPOSE**

The purpose of this memorandum is to request approval from the Village Board for purchase orders with B&F Technical Code Services for plumbing inspections, permit plan reviews, commercial/industrial inspections and general code consulting services.

**DISCUSSION**

The Community Development Department uses B&F Technical Code Services to provide plumbing inspections and permit plan reviews on a regular basis as a part of our development services processes, and commercial/industrial inspections and general consultant services on an as-needed basis to cover short-term staffing needs or ad hoc business development assistance. As we near the start of a new fiscal year, the Community Development Department needs to open new purchase orders with B&F Technical Code Services for budgeted consultant services during FY11/12. The status of the current purchase orders and recommended amounts for the coming fiscal year are as follows:

<b>PURCHASE ORDER</b>	<b>FY10/11 (Through March)</b>	<b>FY11/12 BUDGET</b>	<b>RECOMMENDED PO AMOUNT</b>
Plumbing Inspections	\$15,350.40	\$18,000	\$18,000
Permit Plan Reviews	49,925.51	75,000	60,000
Comm/Ind Inspections	746.40	2,000	2,000
General Code Consulting	1,275.00	5,000	5,000
<b>Totals</b>	\$67,297.31	\$100,000	\$85,000

Note that the purchase order amounts proposed for FY11/12 would encumber \$85,000 of the budgeted \$100,000. We would also note that all work except General Code Consulting is reimbursed to the Village via the permit process.

With respect to the proposals received from B&F Technical Code Services, we would highlight the following:

1. B&F has held their hourly rate for plumbing inspections at \$80 per hour. This rate has not been raised for over ten years.
2. B&F has held their fee schedule for plan review. This fee schedule has not been raised since 2003.

### **RECOMMENDATION**

Staff recommends that the Village Board authorize the Village Manager by motion to execute an Independent Contractor's Agreement and purchase orders with B&F Technical Code Services as follows:

- Plumbing Inspections - \$18,000.00
- Permit Plan Reviews - \$60,000.00
- Commercial/Industrial Inspections - \$2,000
- General Code Consulting - \$5,000.00

RJG:bg

t:\consultant services\b&f technical code services\b&f agreement 2011 - vb memo.doc

***VILLAGE OF CAROL STREAM, IL***

PROPOSAL

FOR

PLUMBING INSPECTION SERVICES

**April 8, 2011**

**SUBMITTED TO:**

Robert Glees  
Community Development Director  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188-1899

**Village of Carol Stream  
Proposal –Plumbing Inspections  
April 8, 2011**

**PROFESSIONAL SERVICE AGREEMENT  
PLUMBING INSPECTIONS**

**Services Provided**

B & F Technical Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.

Each inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure and other equipment as determined to provide a quality inspection.

Each inspector shall utilize B & F Technical Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Technical Code Services, Inc. company vehicle to conduct inspections.

Inspections shall be scheduled via fax to our office no later than 4:00 o'clock the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Technical Code Services, Inc.

The inspector will be available during the hours designated above to perform inspections as assigned. The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Technical Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Technical Code Services, Inc.

Plumbing Inspections, meetings and/or small plan reviews are invoiced on an hourly rate at eighty dollars (\$80.00) per hour plus one-way travel time.

**Village of Carol Stream  
Proposal –Plumbing Inspections  
April 8, 2011**

The following covers All B & F Technical Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Company;  
and
- C. Professional Liability Insurance underwritten by Hartford Insurance  
Company.

<b>Accepted By</b> _____	<b>Accepted By</b> _____
<b>Please Print</b> _____	<b>Please Print</b> _____
<b>Title</b> _____	<b>Title</b> _____
<b>Date</b> _____	<b>Date</b> _____

**B & F TECHNICAL CODE SERVICES**

**Accepted By** \_\_\_\_\_

**Please Print** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_





**VILLAGE OF CAROL STREAM**

PROPOSAL

FOR

PROFESSIONAL SERVICES

BUILDING PLAN REVIEW

**April 8, 2011**

**SUBMITTED TO:**

Robert Glees  
Community Development Department  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188-1899

**PROFESSIONAL SERVICE AGREEMENT  
BUILDING PLAN REVIEW**

**Services Provided**

B & F Technical Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Technical Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews which are requested. A copy of the form is provided.

All reviews include:

1. Unlimited reviews with no additional fee
2. Free shipping of plans to our office
3. First review in 9 business days
4. Second and additional reviews in 5 business days
5. Reports can be faxed or e-mailed
6. One meeting on the project with no fee
7. Unlimited telephone calls at no fee
8. All reviews are performed by employees of B & F Technical Code Services, Inc.

**Fees**

The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.

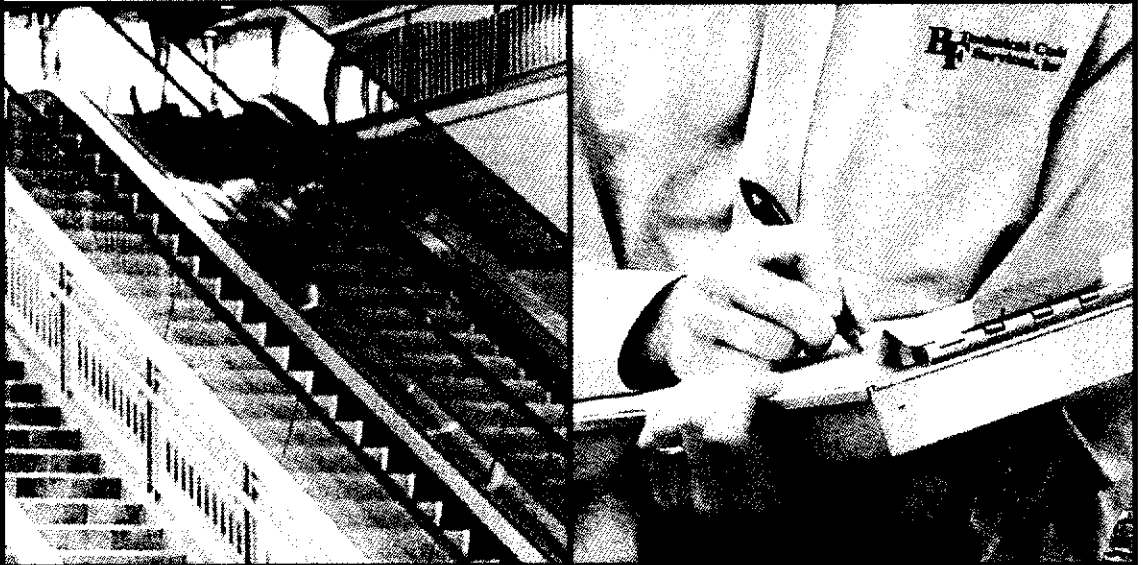
The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.

All B & F Technical Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Co.; and
- C. Professional Liability Insurance underwritten by Hartford Insurance Company.

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.

**B&F TECHNICAL CODE SERVICES, INC.**  
**BUILDING & FIRE PROTECTION**  
**PLAN REVIEW • INSPECTIONS • CODE CONSULTING**



Plan Review

Inspections

Training

Code Consulting

System Testing

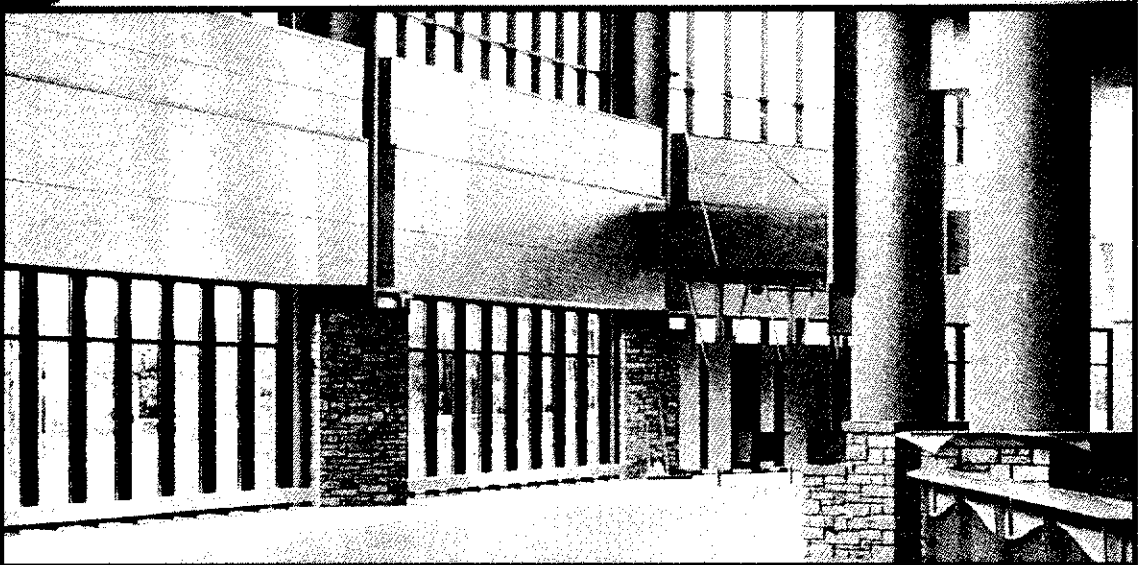
Fire Protection

Code Adoption

System Analysis

Accessibility

Safety Training



**SERVICES & FEE SCHEDULE**

# B & F Technical Code Services, Inc.

B & F Technical Code Services, Inc., provides complete Plan Review Services for municipal building departments nationwide. Plan reviews are based on model building codes including the **International Code Series**, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, and accessibility requirements.

For **Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection** systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and informs your office of compliance or noncompliance with applicable codes and standards.

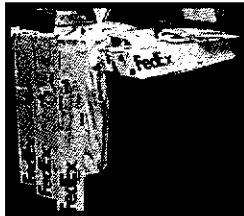
First plan reviews are completed within **9** business days of receipt; additional reviews completed within **5** business days of receipt. Free telephone consultation

for all projects, all disciplines and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

## Additional Benefits

**One Fee Per Project Discipline.** Each project is invoiced for the first review only. Subsequent reviews for the same project discipline are performed at no additional charge. This means from beginning to end, you know what the total cost will be. No surprises. No "extras."

**Free Federal Express Shipping** of your plans and specifications to our office is provided for all municipal building departments. Nationwide, your documents reach us next day — at no cost to you.



**Fast Turnaround Service** of your plan review. First reviews are completed and in your office within **9** business days of receipt. Additional reviews are completed within **5** business days.

**Priority Express Review Service** is available for projects requiring an expedited review and is completed within **3** business days (additional fee required).

**Choose the Billing Method** that best suits your municipality. We will bill directly to the municipality or other responsible party as designated.

## B & F Technical Code Services, Inc.

2401 W. Hassell Road, Suite 1550 • Hoffman Estates, IL 60169

P.O. Box 957648 • Hoffman Estates, IL 60195

Phone: (847) 490-1443 • Fax: (847) 490-1476 • Toll Free: (800) 232-5523

[www.bftechcs.com](http://www.bftechcs.com) • [bftech@bftechcs.com](mailto:bftech@bftechcs.com)

Call us - We're here to help.

## Why More Municipalities Choose B & F Technical Code . . .

### NATIONWIDE

- > We know the codes.
- > We include your local ordinances.
- > We're here when you need us.
- > Fast, accurate, reliable service.
- > No hidden costs. No "extras."
- > We answer your questions.
- > No project too big or complex.
- > We are fully insured & insure you.
- > Proven knowledge & experience.
- > We provide the services you want.
- > Our reputation.
- > We're Here To Help.

- International Code Series
- BOCA® National Codes
- Uniform Codes
- Standard Codes
- National Electrical Code
- National Fire Code
- Accessibility Codes
- CABO One & Two Family Dwelling Code
- State Codes/Amendments
- Local Ordinances

# Plan Review Fee Schedule

Building Size	Building Review	Building Plumbing & Mechanical	Building Plumbing Mechanical & Electrical
Up to 60,000 Cubic Ft.	\$347.75	\$ 522.16	\$ 695.50
60,001 to 80,000 Cubic Ft.	\$428.00	\$ 642.00	\$ 856.00
80,000 to 100,000 Cubic Ft.	\$547.70	\$ 818.55	\$1,091.40
100,001 to 150,000 Cubic Ft.	\$625.95	\$ 938.93	\$1,251.90
150,001 to 200,000 Cubic Ft.	\$711.55	\$1,067.33	\$1,423.10
Over 200,000 Cubic Ft.	\$838.00 + 8.00 (per 10,000 Cu. Ft.)	Building Fee x 1.5	Building Fee x 2.0

Footing and Foundation.....25% of Building Review (Minimum \$300.00)  
 Commercial/Industrial Zoning.....120.00 per 20,000 square feet of site area

## One and Two Single Family Dwellings

Up to 3,000 square feet (including basement)	450.00	per Dwelling Unit
Up to 3,000 square feet (including basement and zoning)	525.00	per Dwelling Unit
Over 3,000 square feet (including basement)	.15	per Square Foot
Over 3,000 square feet (including basement and zoning)	.175	per Square Foot
Elevator Plan Review	300.00	per Elevator Bank
Hood & Duct Plan Review (Type 1)	300.00	per System
Hood & Duct Plan Review (Type 2)	200.00	per System
Spray Booth Plan Review	300.00	per Booth
Miscellaneous Plan Review	150.00	per Hour (Min. 150.00)
In-Ground Pool Plan Review	450.00	per Pool
NFPA 101 Plan Review	25%	of Building Review (Min. 300.00)
Priority Express Plan Review	x 2.5	of Base Plan Review
HPM, High Hazard, Processing Piping	x 1.5	of Base Plan Review
Fire Code	50%	of Review
Energy Code	50%	of Review

## Fire Suppression & Detection Systems

### Fire Suppression Systems

(Includes fire pump, hose stations and standpipes)

#### Hydraulically Calculated

#### Number of Sprinklers

Up to 100	\$392.34
101 to 200	\$494.34
201 to 300	\$601.34
301 to 500	\$708.34
Over 500	\$815.34 + 1.00 each

Pipe Schedule (See Miscellaneous Plan Review)

### Alternate Fire Protection Systems

Carbon Dioxide,  
Clean Agent Systems

\$112.35 to 105 lbs.  
(.80 each pound over)

Fire Detection  
and Alarm System

\$149.80 First 15,000 sq. ft.  
(Prorated every 15,000 sq. ft.  
thereafter.)

Dry Chemical

\$328.00 + alarm fees

## Special Services

### Code Writing and

### Adoption Assistance

Fee based on individual project.

### Water Flow/Backflow

### Device Testing

Fee based on quantity and size.

### Safety Training and

### Disaster Plans

Fee based on individual project.

Estimates upon request.

### Building Department Analysis

Fee based on services needed.

# Inspections

From footings to occupancy, or anywhere between, we inspect Building, Plumbing, Mechanical, Electrical, Fire Protection and Detection systems for new and existing construction of commercial, industrial and single-family homes. Inspections are based on the adopted code(s) of the municipality, including local amendments and standard industry practices.

Inspections may be scheduled directly with our office by phone or fax. We provide our own easily identifiable vehicles and uniformed inspectors.

## New and Existing Commercial Construction

Based on Building Square Footage

Building	.14 per square foot
Mechanical	.04 per square foot
Electrical	.04 per square foot
Plumbing	.04 per square foot
(Special Systems Additional)	

Hourly and per inspection rates available. Call for details.

## Residential Subdivisions

Call for Quote

## Sprinkler Systems

First Riser	\$300.00
Additional Risers	\$100.00
Fire Pump Test	\$300.00
Hydrostatic Test	\$300.00

Fee based on number of risers and zones. Estimates upon request.

## Hydrant Water Flow Test

Test within 25 miles	\$300.00
----------------------	----------

## Fire Alarm System

First 6 Zones	\$325.00
Each Additional 6 Zones	\$225.00

## Addressable Systems

Fee Based on Building Layout  
Call For Quote

## Elevator Inspections

Elevator Bank	\$300.00
---------------	----------



## Building & Fire Code Academy

A Subsidiary of B & F Technical Code Services, Inc.

Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), a subsidiary of B & F Technical Code Services, Inc., provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax and our Web site. Registrations are completed directly with our office.

*Providing comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide.*

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy has been approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In obtaining this approval, the Building &

Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally. As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects Continuing Education System (AIA/CES) Registered Provider. Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours and/or state credit where applicable: specific courses are approved by individual states.



## Building & Fire Code Academy

2401 W. Hassell Road, Suite 1550, Hoffman Estates, IL 60169

Phone (847) 884-4969 • Fax: (847) 884-4722 • Toll Free: (800) 488-7057

www.bfcacademy.com • bfca@bfcacademy.com

Building Better With Our Greatest Resource...Education®

**VILLAGE OF CAROL STREAM, IL**

**PROPOSAL**

**FOR**

**INSPECTION SERVICES**

**April 8, 2011**

**SUBMITTED TO:**

Robert Glees  
Community Development Department  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188-1899

**PROFESSIONAL SERVICE AGREEMENT  
BUILDING, MECHANICAL, ELECTRICAL INSPECTIONS**

**Services Provided**

B & F Technical Code Services, Inc. will provide one ICC Certified Inspector to perform commercial/industrial building, mechanical and electrical inspections within the limits of the Village of Carol Stream in the afternoons on Monday, Wednesday and Friday.

The inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, electrical tester, tape measure and other equipment as determined to provide a quality inspection.

The inspector shall utilize forms acceptable to the Village of Carol Stream. These forms are three-part carbonless forms. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Technical Code Services, Inc. company vehicle to conduct inspections.

Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Technical Code Services, Inc.

Inspections shall be billed at an hourly rate of \$80.00 per hour per inspector plus one-way travel time. The minimum number of hours billed per day shall be 2-hours regardless of the number of inspections and including travel time. Travel time will only be charged if the inspector works less than an 8-hour day.

The inspector will be available during the hours designated above to perform inspections as assigned. The Inspector will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Technical Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Technical Code Services, Inc.

The following covers all B & F Technical Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Co.; and
- C. Professional Liability Insurance underwritten by Hartford Insurance Company.

Accepted By _____	Accepted By _____
Please Print _____	Please Print _____
Title _____	Title _____
Date _____	Date _____





# **VILLAGE OF CAROL STREAM**

**PROPOSAL**

**FOR**

**CODE CONSULTING SERVICES**

**April 8, 2011**

## **SUBMITTED TO:**

Robert Glees  
Community Development Department  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream Illinois, Illinois 60188-1899

**PROFESSIONAL SERVICE AGREEMENT  
Code Consulting Services**

**Services Provided**

B & F Technical Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of code books and local amendments.

Code Consulting shall consist of the following:

1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.
2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.
3. Respond to code questions and interpretations from design professionals, contractors, owners and the Village of Carol Stream.
4. Provide written interpretations of code requirements as directed by the Director of Community Development.
5. Attend meetings as requested by the Village.
6. If requested by the Village provide, office time to assist in administration of the department and/or coordinate building code meetings and render interpretations.
7. Provide other responsibilities as directed by the Village of Carol Stream.

**Fees**

**Option A**

The Village of Carol Stream shall reimburse B & F Technical Code Services in the minimum monthly amount of \$1,000.00. Monthly hours exceeding ten hours shall be invoiced at the rate of \$80.00 per hour.

**Option B**

The Village of Carol Stream shall reimburse B & F Technical Code Services in the amount of \$100.00 per hour. Invoicing shall be calculated on increments of quarter hours. There is no minimum amount we will invoice for actual time based on fifteen-minute increments.

When signing below indicate the option chosen for this proposal.

**THE VILLAGE OF CAROL STREAM SHALL AGREE NOT TO ATTEMPT TO HIRE ANY OF B & F TECHNICAL CODE SERVICES, INC., OFFICERS, EMPLOYEES, AGENTS, OR CONSULTANTS FOR A PERIOD OF ONE YEAR AFTER THE INDIVIDUAL IS NO LONGER EMPLOYED BY B & F TECHNICAL CODE SERVICES, INC.**

The following covers all B & F Technical Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Co.; and
- C. Professional Liability Insurance underwritten by Hartford Insurance Company.

Accepted By _____	Accepted By _____
Please Print _____	Please Print _____
Title _____	Title _____
Date _____	Date _____

OPTION B

## INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between B&J TECHNICAL CONSULTANTS herein referred to as the "First Party"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "Second Party".

**WHEREAS**, "First Party" will be performing various work under contracts with the said "Second Party" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "Second Party" and said "First Party" may have subcontractors or one or more employees engaged in the performance of said work:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "First Party" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "Second Party" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "First Party" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "Second Party" whether latent or patent, or from other causes whatsoever, except that the "First Party" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "Second Party".
3. To keep in force, to the satisfaction of the "Second Party", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "First Party" agrees that at any time upon the demand of the "Second Party" proof of such insurance coverage as will be submitted to the "Second Party". There shall be no additional charge for said insurance to the "Second Party".
4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body

is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**IT IS MUTUALLY UNDERSTOOD AND AGREED** that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/his employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed that in respect to the "Second Party", the "First Party" bears the relationship of an independent contractor.

This agreement shall be in effect from the \_\_\_ day of \_\_\_\_\_ 20\_\_ until the \_\_\_ day of \_\_\_\_\_, 20\_\_ inclusive.

**IN WITNESS WHEREOF, THE PARTIES** have executed this agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**FIRST PARTY:**

CONTRACTOR Ken Gage Construction, Inc.

SIGNED Kenneth Gage

BY: Kenneth Gage

TITLE: Vice President

**SECOND PARTY:**

VILLAGE OF CAROL STREAM

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

**NOTE:** It is also required that the Contractor's insurer be subject to approval by the Village.

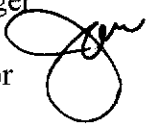
The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

7/13/2010

*Village of Carol Stream*  
Interdepartmental Memorandum

**DATE:** April 5, 2011  
**TO:** Joe Breinig, Village Manager  
**FROM:** Jon Batek, Finance Director   
**SUBJECT:** **FY2010-11 Year End Budget Transfers**

Attached are a number of budget transfers for our expiring fiscal year 2010-11 which will require Village Board approval. As a reminder, budget **transfers** only reallocate previously approved budget amounts across departments, programs and accounts. There is no impact to the overall budgeted spending authority.

Budget **amendments**, on the other hand, increase the total amount of authorized expenditure level within the budget. There are no amendments proposed to the fiscal 2010-11 budget at this time.

For general reference, I have attached copies of the Village Manager's authority with respect to budget transfers and amendments as established in the Village Code.

I have also attached an excerpt from the Village's audit which discusses the Village's defined level of budgetary control. Carol Stream's annual budget provides for appropriations and budgetary control at the department level. As a result, the attached transfers are requested to provide adequate coverage for all departmental budgets.

Please let me know if you have any questions.

Village of Carol Stream  
 Schedule of Proposed Budget Transfers  
 FY 2010-11 Annual Budget for the Year Ending April 30, 2011

DEPARTMENT	PROGRAM	OBJECT	ORIGINAL BUDGET	TRANSFERS PROPOSED				REVISED BUDGET		
				From Contingency	Program Rebalance	Cross- Department	Total Change			
<b>General Fund</b>										
Administration	Administration	01590000	51102	Personal Services	372,468	17,000		17,000	389,468	
Com Dev	Administration	01640100	51102	Personal Services	63,417	10,000	40,000	50,000	113,417	
Com Dev	Current Plan	01641700	51102	Personal Services	50,084		4,000	4,000	54,084	
Com Dev	Long-Range Plan	01641800	51102	Personal Services	6,362		(4,000)	(4,000)	2,362	
Com Dev	Code Enforcement	01642100	51102	Personal Services	82,766		(40,000)	(40,000)	42,766	
Com Dev	Economic Dev.	01643600	51102	Personal Services	10,760		4,000	4,000	14,760	
Com Dev	Devel. Serv	01643700	51102	Personal Services	247,347		(4,000)	(4,000)	243,347	
Employee Rel.	Administration	01600000	51102	Personal Services	143,278	8,000		8,000	151,278	
Engineering	Administration	01620100	51102	Personal Services	261,623	32,000	32,000	64,000	325,623	
Engineering	Plan Review	01621900	51102	Personal Services	34,314		(6,000)	(6,000)	28,314	
Engineering	Design & Constr.	01622200	51102	Personal Services	94,404		(18,000)	(18,000)	76,404	
Engineering	Water/Sewer	01623100	51102	Personal Services	25,318		(8,000)	(8,000)	17,318	
Finance	Administration	01610100	51102	Personal Services	176,643		(3,000)	(3,000)	173,643	
Finance	Accounting	01612900	51102	Personal Services	244,224	8,000	3,000	11,000	255,224	
Finance	Reception/Info.	01613000	51102	Personal Services	112,108	4,000		4,000	116,108	
Police	Administration	01660100	51102	Personal Services	873,683		75,000	75,000	948,683	
Police	Investigation	01662400	51102	Personal Services	607,260		(80,000)	(80,000)	527,260	
Police	Social Services	01662500	51102	Personal Services	275,288		10,000	10,000	285,288	
Police	Records	01662600	51102	Personal Services	359,515		25,000	25,000	384,515	
Police	Patrol	01662700	51102	Personal Services	3,624,719		(75,000)	(165,000)	(240,000)	3,384,719
Police	Special Operations	01664700	51102	Personal Services	623,208		45,000	45,000	668,208	
Management Srvcs.	Administration	01650100	51102	Personal Services	118,764	7,000		7,000	125,764	
Management Srvcs.	Info. Systems	01652800	51102	Personal Services	148,231	6,000		6,000	154,231	
Municipal Building	Administration	01680000	51102	Personal Services	135,508	5,000		5,000	140,508	
Municipal Garage	Administration	01690100	51102	Personal Services	78,547			30,000	30,000	108,547
Public Works	Administration	01670100	51102	Personal Services	301,165	8,000		135,000	143,000	444,165
Public Works	Snow & Ice	01670200	51102	Personal Services	142,181		(40,000)	(40,000)	102,181	
Public Works	Signs & Lights	01670300	51102	Personal Services	72,471		40,000	40,000	112,471	
Public Works	Stormwater Mgmt.	01670600	51102	Personal Services	103,018			23,281	23,281	126,299
Town Center	Administration	01750000	51102	Personal Services	23,281			(23,281)	(23,281)	0
Management Srvcs.	Administration	01650100	57499	Contingency	<u>150,000</u>	<u>(105,000)</u>	<u>0</u>	<u>0</u>	<u>(105,000)</u>	<u>45,000</u>
					9,561,955	0	0	0	0	9,561,955

2

1



Village of Carol Stream  
 Schedule of Proposed Budget Transfers  
 FY 2010-11 Annual Budget for the Year Ending April 30, 2011

DEPARTMENT	PROGRAM	OBJECT	ORIGINAL BUDGET	TRANSFERS PROPOSED				REVISED BUDGET
				From Contingency	Program Rebalance	Cross- Department	Total Change	
Municipal Garage	Vehicle M&R	01696200	51106	Seasonal Help	0	300	300	300
Public Works	Administration	01670100	51106	Seasonal Help	0	400	400	400
Public Works	Signs And Lights	01670300	51106	Seasonal Help	0	400	400	400
Public Works	Building/Grounds	01670400	51106	Seasonal Help	8,493	(1,100)	(1,100)	7,393
Public Works	M&R	01670500	51106	Seasonal Help	0	1,800	1,800	1,800
Public Works	Parkway Trees	01670700	51106	Seasonal Help	5,908	(1,800)	(1,800)	4,108
Police	Traffic	01662300	51107	Court Time	7,401	8,000	8,000	15,401
Police	Patrol	01662700	51107	Court Time	116,948	(8,000)	(8,000)	108,948
Police	Records	01662600	51109	Overtime	6,162	3,000	3,000	9,162
Police	Patrol	01662700	51109	Overtime	338,880	(3,000)	(3,000)	335,880
Public Works	Building/Grounds	01670400	51109	Overtime	422		10,000	10,422
Public Works	Storm Water Mgmt	01670600	51109	Overtime	3,376		5,000	8,376
Town Center	Administration	01750000	51109	Overtime	15,000		(15,000)	0 <b>2</b>
Com Dev	Administration	01640100	51113	FICA	4,566	2,500	2,500	7,066
Com Dev	Code Enforcement	01642100	51113	FICA	6,170	(2,500)	(2,500)	3,670
Police	Traffic	01662300	51113	FICA	24,435	5,000	5,000	29,435
Police	Patrol	01662700	51113	FICA	277,291	(10,000)	(10,000)	267,291
Police	Special Ops. Unit	01664700	51113	FICA	47,675	5,000	5,000	52,675
Public Works	Administration	01670100	51113	FICA	23,039	4,000	4,000	27,039
Public Works	Snow And Ice	01670200	51113	FICA	16,785	(4,000)	(4,000)	12,785
Police	Patrol	01662700	51114	Workers Comp	236,694		(40,000)	196,694
Employee Rel.	Administration	01600000	51115	Unemployment Comp	7,500		40,000	47,500 <b>3</b>
Village Clerk	Administration	01580000	52233	Recording Fees	500	2,000	2,000	2,500
Village Clerk	Administration	01580000	52253	Consultant	5,000	(2,000)	(2,000)	3,000
Public Works	Snow And Ice	01670200	52266	Snow Removal	240,000	48,000	48,000	288,000
Public Works	Snow And Ice	01670200	54422	Installmnt Capital Acqu.	25,355	(24,000)	(24,000)	1,355
Public Works	M&R	01670500	52286	Street Maintenance	<u>300,000</u>	<u>(24,000)</u>	<u>(24,000)</u>	<u>276,000</u>
					1,717,600	-	-	1,717,600

**1** Transfers between Personnel Services line items primarily accommodate an unbudgeted adjustment in non-union employee compensation and a redistribution of salaries within departmental programs based on areas of focus during the year.

**2** Staff support of Town Center maintenance activities was moved to Public Works department programs during the year.

**3** Additional funds are needed to cover the extension of unemployment benefits.

Village of Carol Stream  
Schedule of Proposed Budget Transfers  
FY 2010-11 Annual Budget for the Year Ending April 30, 2011

DEPARTMENT	PROGRAM	OBJECT	ORIGINAL BUDGET	TRANSFERS PROPOSED				REVISED BUDGET	
				From Contingency	Program Rebalance	Cross- Department	Total Change		
<b>Water &amp; Sewer Fund</b>									
Wastewater	Sewer Admin	04100100	51102	Personal Services			8,000	8,000	39,406
Wastewater	Sewer M&R	04101500	51102	Personal Services			35,000	35,000	74,805
Wastewater	Finance Sewer	04103100	51102	Personal Services			2,000	2,000	50,248
Water	Water Admin	04200100	51102	Personal Services		(5,000)		(5,000)	186,362
Water	Water Distrib M&R	04201600	51102	Personal Services			(45,000)	(45,000)	289,912
Water	Finance Water	04203100	51102	Personal Services		5,000		5,000	79,670
Wastewater	Sewer M&R	04101500	51109	Overtime			5,000	5,000	8,000
Water	Water Distrib M&R	04201600	51109	Overtime			(5,000)	(5,000)	35,000
Wastewater	Sewer M&R	04101500	51112	IMRF			5,000	5,000	10,154
Water	Water Distrib M&R	04201600	51112	IMRF			(5,000)	(5,000)	40,139
Wastewater	Sewer M&R	04101500	51113	FICA			3,000	3,000	6,275
Water	Water Distrib M&R	04201600	51113	FICA			(3,000)	(3,000)	26,066
									<u>846,037</u>
									846,037 <b>4</b>
Wastewater	Finance Sewer	04103100	52221	Utility Bill Processing			(9,000)	(9,000)	50,682 <b>5</b>
Wastewater	Sewer M&R	04101500	52230	Telephone			1,000	1,000	4,780
Wastewater	Finance Sewer	04103100	52238	Legal Fees			3,000	3,000	3,000
Wastewater	Finance Sewer	04103100	52255	Software Maintenance			5,000	5,000	5,000
									<u>63,462</u>
									63,462

**4** Transfers between salaries and wages line items are due to a greater proportion of time allocated toward sewer and WRC plant maintenance and capital activities.

**5** Transfer from Utility Bill Processing to cover projected overage in Telephone charges and to accommodate previously unbudgeted expenses for Legal Fees and Software Maintenance costs which are allocable to the Water & Sewer Fund.

# Village of Carol Stream

## Procedure for Amending Budgets/Bond Indebtedness

---

### Procedure for Amending Village Budgets

Village Code  
§ 2-1-9

The Village Manager has the authority to approve budget transfers where the amount, in total, does not exceed \$5,000 and the transfer is within the same department. Any transfers in excess of \$5,000 and/or transfers between departments, must be presented to the Village Board for their approval. Any increase or decrease to the budget, in the form of a budget amendment must also be presented to the Village Board for their approval. Pertaining to program budgets, the Village Manager has the authority to approve budget transfers, in any amount, between programs within the same department as long as the total amount of the department's budget does not change.

### Carol Stream Public Library

The budget for the Carol Stream Public Library is prepared and administered by their Board of Trustees. The Library Board provides the Village with its budget totals so that the Village can include them in its budget document. The Village must include the library's budget in its budget document because the tax levy, for the library, is based on the approved budget of the Village. The Village is required to levy taxes for the library (Illinois Revised Statutes 81-3-5).

### Bond Indebtedness

The Village, under its home rule authority, does not have a legal debt limit. The Village has no immediate plans for issuing bonds.

# Comprehensive Annual Financial Report

---

## VILLAGE OF CAROL STREAM, ILLINOIS

### NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

April 30, 2010

---

#### 1. BUDGETS AND BUDGETARY ACCOUNTING

On or before January 31 of each year, all departments of the Village submit requests for budgets to the Village Manager so that a budget may be prepared. Before February 28, the proposed budget is presented to the governing body for review. The governing body holds public hearings and may add to, subtract from or change the budget, but may not change the form of the budget. A final budget must be prepared and adopted no later than April 30.

The budget is prepared by fund, department and program and includes information on the past year, current year estimates and requested appropriations for the next fiscal year. The administrator is authorized to transfer budgeted amounts within any department; however, transfers between departments or any revisions that alter the total expenditures of any department or any fund must be approved by the governing body. During the year, several budget amendments were necessary. The amounts reflected in the financial statements represent the original and the final amended budget.


Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted (at the department level) for the governmental, proprietary and the fiduciary funds. The annual appropriated budget is legally enacted and provides for a legal level of control at the department level. All annual budgets lapse at fiscal year end.

6-6 4-18-11

## Village of Carol Stream

### Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

CC: Matt York, Assistant Director of Public Works

DATE: April 14, 2011

RE: Change Order #1 – Sanitary Sewer Flow Monitoring Project

On March 7, 2011, the Mayor and Board approved a contract with Alfred Benesch and Associates for the installation of twenty sanitary sewer flow monitoring devices. The devices are intended to capture data that will help us identify areas of inflow and infiltration of storm water into the sanitary sewer collection system.

Over the past several weeks staff from Public Works and Engineering has met with Benesch representatives to select specific locations for the monitoring devices so that we can capture as many potential problem locations as possible. The original plan was to install twenty meters. However, after several planning sessions the work group determined that a total of twenty-two (22) meters will better allow us to capture desired data. This decision was based upon historical performance data, engineering analysis and field reports contributed by our operations staff.

Benesch has submitted the attached change order to accommodate the two additional meters, maintenance, monitoring and reporting. Benesch has agreed to pass on only the cost of the actual monitoring devices, and has not requested any increase in costs related to monitoring, analysis and reporting of the data. Below is a summary of project costs:

Original Contract Amount:	\$46,000
<u>Change Order #1:</u>	<u>\$ 4,000</u>
Amended Contract Amount:	\$50,000

I am recommending that the Village Board consider a Motion Approving Change Order #1 for the Sanitary Sewer Flow Monitoring Project for Alfred Benesch & Associates in the amount of \$4,000.00 for the installation of two additional flow meters.

Attachment



Alfred Benesch & Company  
205 North Michigan Avenue, Suite 2400  
Chicago, IL 60601-5927  
www.benesch.com  
P 312-565-0450  
F 312-565-2497

April 13, 2011

Mr. Philip J. Modaff  
Director of Public Works  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, IL 60188-1899

Project: 2011 Sanitary Sewer Flow Monitoring  
Amendment No. 1

Dear Mr. Modaff:

Alfred Benesch & Company (Benesch) is pleased to submit an amended cost for the addition of two metering locations per your request. This letter amends the original letter proposal of March 3, 2011.

The amended engineering fee for 22 metering locations for 30-day monitoring period is \$50,000.00 including rental of 22 flow meters. If sufficient rainfall is not experienced within the initial 30 day period, the program can be extended for a weekly cost of \$3,450.00 for week 5, \$5,025.00 for week 6 and \$6,600.00 for week 7 through week 13.

Benesch appreciates the opportunity to work with the Village of Carol Stream on this important project.

Sincerely,

Kevin J. Fitzpatrick, P.E.  
Senior Vice President

# AGENDA ITEM

*Village of Carol Stream*

G-7 4-18-11

## INTER-DEPARTMENTAL MEMO

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

**FROM:** Robert Mellor, Assistant Village Manager *R/m*

**DATE:** April 15, 2011

**RE:** Amendment to a Non-Exclusive License Agreement – T-Mobile

On December 4, 2000 the Village Board approved a non-exclusive license agreement with VoiceStream (subsequently purchased by T-Mobile Wireless Company) to install antennae on the water tower located at Lies Road and Morton Road. Attached is a proposal from T-Mobile to upgrade their wireless antenna by installing fiber optic cabling to the antenna at this location.

Staff has reviewed the proposed language with the Village Attorney and finds it acceptable. In exchange for this amendment to the license agreement, the Village will receive an increase in the monthly rental fee of \$280 to \$2,500/month with annual cost of living increases of 3% per year after the first year of the agreement.

Staff recommends approval of the attached resolution approving a revised agreement for a non-exclusive license agreement for Sprint to utilize additional land at the Lies and Morton water tower to install fiber optic cabling to their wireless antennae.

## AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT

This Amendment to Non-Exclusive License Agreement ("Amendment") is made as of the 18<sup>th</sup> day of January, 2011 (the "Amendment Effective Date"), by and between the VILLAGE OF CAROL STREAM, an Illinois home rule municipal corporation ("Licensor") and T-MOBILE CENTRAL LLC, a Delaware limited liability company ("Licensee").

### RECITALS

**WHEREAS**, on December 4, 2000, the Licensor entered into a Non-exclusive License Agreement ("Agreement") with Cook Inlet/VoiceStream Operating Company for the non-exclusive use of the Lies Road Water Tower for the purpose of constructing, operating and maintaining radio communications facilities within the base of the Tower and for the operation of certain transmitting and receiving antennas attached to the exterior of the Tower; and

**WHEREAS**, on or about January 12, 2005, Cook Inlet/VoiceStream Operating Company assigned its interest in said Agreement to T-Mobile Central LLC ("Licensee"); and

**WHEREAS**, the Licensor and Licensee desire to amend the Agreement as provided in this Amendment.

**NOW, THEREFORE**, in consideration of the terms, conditions and payments hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. At its sole cost and expense, Licensee shall have the right to modify its Facilities as described and depicted in Revised Exhibit C, which is attached hereto and incorporated herein by this reference, and Licensor hereby approves of such modifications in all respects. Revised Exhibit C replaces and supersedes Exhibit C in its entirety.

2. In connection with the modifications to its Facilities described above in Section 1, Licensee has conducted an evaluation of the effect of the construction and operation of the Facilities on the structural integrity of the Tower and has determined that the operation of said Facilities will not have a deleterious effect upon the Tower.

3. As of the Amendment Effective Date, the monthly Rent that Licensee pays Licensor shall be increased to Two Thousand Five Hundred Dollars (\$2,500.00), prorated for any partial months. Thereafter, during the remaining Term of the Agreement, the Rent shall increase annually by three percent (3%) on each anniversary of the Commencement Date.



4. Subsections 3.c and 3.d of the Agreement are deleted in their entirety and not replaced.

5. Subsection 29.b of the Agreement is hereby amended to read as follows:

Notices shall be given to the following:

If to Licensee:

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administration

With a copy to:

T-Mobile Central LLC  
2001 Butterfield Rd., Suite 1900  
Downers Grove, IL 60515  
Attn: Lease Administration

If to Licensor:

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, Il. 60188  
Attention: Village Manager

With a copy to:

Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: James A. Rhodes

6. Except as provided herein, the terms, conditions and obligations of the Agreement shall remain in full force and effect. In the event of conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings ascribed thereto in the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first above written.

LICENSOR:

LICENSEE:

Village of Carol Stream

T-Mobile Central LLC

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

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

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

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

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

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

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

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

**Revised Exhibit C**

**Description of Facilities**

**(See attached page)**



# AGENDA ITEM

*Village of Carol Stream G-8 4-18-11*

## INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *RM*

DATE: April 15, 2011

RE: Award of Contract – Wireless Voice/Data Service

The Village has contracted for wireless communications and data services from Nextel since 1997 when the Village Board approved a license agreement with Nextel to install wireless antenna on one of the Village water towers. Included in that agreement was a provision for cellular services and devices for Village use, particularly for emergency response purposes. Sprint/Nextel Corporation owns and operates Sprint, the third largest wireless telecommunications network in the United States, behind Verizon Wireless and AT&T Mobility which recently merged with T-Mobile.

Sprint is a global Internet carrier and in the United States, the company is the third largest long distance provider and also owns a majority of Clearwire, which operates the largest wireless broadband network. The company was renamed in 2005 with the purchase of Nextel Communications by Sprint Corporation. The company continues to operate using two separate wireless network technologies, CDMA (Sprint) and iDEN (Nextel).

We are experiencing reliability issues with our Nextel phones on the iDEN network which is one of the reasons for the proposed change in wireless services. The other reason for the proposed change to Sprint is to reduce our wireless data service costs.

We sought proposals to replace our Nextel wireless services from the 2 vendors on the State of Illinois bid list, Verizon and Sprint. The attached proposal from Sprint would move our cellular service off the Nextel/iDEN network to the Sprint network, provide a no-cost upgrade to our phone devices, provide a free upgrade to the Bi-Directional Antenna (BDA) installed at the Municipal Center which allows in building communications and lowers our cost for cellular and data service by approximately \$300/month. Our current monthly Nextel wireless charges are approximately \$2,300. The new Sprint plan should reduce our monthly fees below \$2,000. Although the term of the Sprint agreement is 3 years, it does contain a non-appropriations clause which allows the Village to reduce the scope of services or terminate the agreement if the Village Board chooses not to approve funding.

Although Verizon Wireless did not submit a formal, written proposal, our discussions with them indicated we would have been required to pay in excess of \$6,000 for the BDA as well as a fee for each individual phone. **Staff recommends the Village Board waive formal bidding and award the contract for wireless voice and data services to Sprint Wireless at the prices specified in the attached proposal under the State of Illinois Contract.** I am available should you have any questions.

Cc: Joseph E. Breinig, Village Manager  
Marc Talavera, Information Systems Coordinator

## **Carol Stream – Sprint Quote 2011 continued**

Sprint is offering to refresh all existing units in service with your requested Sanyo P-700, 35 units, and a combination of 17 HTC EVO's and Samsung EPIC's for FREE.

As required per Sprints Custom Network Solutions quote of in building coverage overlay of our Sprint network, the addition of 6 new lines of service quote is below.

We can put the 6 or more units on Sprint's Customer Rate Flat plan per our State of Illinois government contract.

This means that each line would have \$0.00 monthly line charge but will always be active for usage at your needs. Cellular and Direct/Group connect minute's bill out at only \$0.06 per minute. Long distance or roaming charges would apply if used for either.

Since the very special rate plan includes access to our Direct/Group Connect services on Nextel or Sprint, I propose our Sanyo P700 device in case push to talk is desired or ever needed as well as this would be the "staple" voice phone used across all departments as the village has indicated. I propose these devices for only \$0.99 each provided they are activated at the time of the remainder of the devices ordered.

Please see attached flyer of information of this model device.

## Village of Carol Stream – Sprint Proposal for 2011

**Current Status:**

52 lines in service  
 1 3g/4g mobile broadband card  
 17 Nextel Blackberry's  
 34 Nextel phones

Direct & Group Connect figure heavily as the average monthly usage during past 6 months is approximately 4500 minutes.

**Propose:**

Subscribing to a pool of 9000 shared minutes that include:  
 Unlimited mobile to mobile calling  
 Unlimited Direct/Group Connect Unlimited nights/weekends 7pm – 7am

9 lines on Business Essentials 1000 minute plans - \$ 41.99 ea/mo		\$377.91
34 lines on Business Essentials Add A Line plan - \$ 18.75 ea/mo		\$637.50
8 low usage lines on Customer Rate Flat Plan - \$ 0.00. ea/mo	averaging mo	\$ 5.45
1 3g/4g mobile broad band air card unlimited use - \$ 42.99 mo		\$ 42.99

**Plans for smart phones**

17 3g/4g smart devices - Unlimited Messaging & Data - \$ 32.50 ea/mo \$ 552.50

**New Proposed Monthly Recurring Base Amount \$1616.35**

**This is savings of \$ 303.38a month!**

**Other Areas of savings:**

- 1) If Blackberry's are chosen, moving to the BES Express solution allow Sprint Nextel Blackberry's to use our Unlimited Messaging & Data Plan vs the Blackberry specific Plan, lowering the rate by \$7.49 per unit/month
- 2) All smart phones will have an unlimited messaging and data plan eliminating texting overage charges
- 3) **All voice units on the Add A Line plan can receive 300 text messages per month FREE This will save another \$85.00 to \$144.00 a month. NOTE: we have an unlimited text Messaging plan for only \$5.00 a month**
- 4) Moving minimal usage lines to our Custom Flat Rate plan of \$0 month and only 6 cents per minute for cellular and/or Direct/Group Connect use



## Sprint Business Essentials Messaging & Data Plan\*

Anytime Minutes	Monthly Rate	Discount Rate (Less 25%)	Nights & Weekends	Direct Connect Minutes	Long Distance	Additional Anytime Minutes
0	\$55.00	\$41.25	Included	Included	Included	\$.40/min.
400	\$69.99	\$52.49	Included	Included	Included	\$.40/min.
1000	\$89.99	\$67.49	Included	Included	Included	\$.40/min.
1400	\$109.99	\$82.49	Included	Included	Included	\$.40/min.
2000	\$129.99	\$97.49	Included	Included	Included	\$.25/min.
4000	\$179.99	\$134.99	Included	Included	Included	\$.25/min.

\*1-yr. Subscriber Agreement Required

**Included Features:** Free Nights & Weekends, Free Long Distance, No Roaming Charges, Unlimited Nextel Direct Connect®, Unlimited Mobile-to-Mobile, Pooled Minutes

**Includes:** Unlimited Text, Picture and Video Messaging

**Also Includes:** Web, GPS Navigation, Sprint TV Premier, Sprint Music Premier, Email, BlackBerry BIS Service (Personal)

**Standard Features:** Numeric Paging, 3-way Calling, Caller ID, Voicemail, Call Waiting and Call Forwarding (\$.20/min.)

**Nights & Weekends:** 7pm-7am Monday-Thursday  
7pm Friday-7am Monday





### Sprint Business Essentials Plan

Anytime Minutes	Monthly Rate	Discount Rate (Less 25%)	Nights & Weekends	Direct Connect Minutes	Long Distance	Additional Anytime Minutes
<b>Add-on</b>	<b>\$25.00</b>	<b>\$18.75</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>
<b>400</b>	<b>\$39.99</b>	<b>\$29.99</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>
<b>1000</b>	<b>\$55.99</b>	<b>\$41.99</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>
<b>1400</b>	<b>\$79.99</b>	<b>\$59.99</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>
<b>2000</b>	<b>\$94.99</b>	<b>\$74.24</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>
<b>3000</b>	<b>\$149.99</b>	<b>\$112.49</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>
<b>4000</b>	<b>\$199.99</b>	<b>\$149.99</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>\$.40/min.</b>

**Included Features:** Free Nights & Weekends, Free Long Distance, No Roaming Charges, Unlimited Nextel Direct Connect® & Group Connect, Unlimited Mobile-to-Mobile, Pooled Minutes, 300 text messages per device per month

**Standard Features:** Numeric Paging, 3-way Calling, Caller ID, Voicemail, Call Waiting and Call Forwarding (\$.20/min.)

**Nights & Weekends:** 7pm-7am Monday-Thursday  
7pm Friday-7am Monday

**\$0/mo, \$.06/min for cellular or direct connect**  
**Add unlimited Direct Connect - \$5 per line per mo**  
**Add Unlimited Sprint/Nextel Mobile to Mobile - \$5 per line per mo**

**CUSTOM NETWORK SOLUTIONS BASIC AGREEMENT  
(Government Customer)**

This Custom Network Solutions Basic Agreement ("**CNS Agreement**") is dated as of the date the last Party (defined below) signs this CNS Agreement ("**CNS Effective Date**") and is between Village of Carol Stream ("**Customer**") and Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing wireless telecommunications equipment and services ("**Sprint**"). Customer and Sprint may be referred to individually as a "**Party**" or collectively as the "**Parties**."

**BACKGROUND**

- A.** Sprint, through its affiliated entities, operates the Nationwide Sprint Network, the Sprint 3G Network, the Sprint 4G Network, and the Nextel National Network (collectively, the "**Networks**") to provide wireless telecommunications services in certain geographic areas of the United States ("**Services**"). Each wireless telephone or other device that accesses the Networks and uses the Services is referred to as a "**Device**."
- B.** Customer is a state or local government entity or agency. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
- C.** Customer is a party to—or is otherwise authorized by Sprint to purchase Services and Devices under—a service agreement (the "**Service Agreement**"). Capitalized terms that are not otherwise defined in this CNS Agreement have the meaning defined in the Service Agreement. If a conflict exists between this CNS Agreement and the Service Agreement, the terms of this CNS Agreement will control.
- D.** Customer owns, leases, or otherwise has the legal right to occupy the property listed in a Statement of Work attached as an exhibit ("**Customer's Property**"). Sprint will install, operate, and maintain the CNS Equipment (defined below) at the location(s) at Customer's Property ("**Premises**") specified in a Statement of Work. The "Premises" also include: (1) riser, conduit, and other space required for cable runs to connect the CNS Equipment; and (2) all necessary non-exclusive easements for (a) vehicular and pedestrian access thereto, and (b) access to the appropriate source of electric, telephone, and other utilities, as such easements are necessary in Sprint's sole discretion.
- E.** CNS Equipment may include signal source equipment for the Networks, and/or Sprint-dedicated distributed antenna system equipment (collectively, the "**CNS Equipment**"), for the purpose of enhancing the provision of the Services at Customer's Property as set forth in a Statement of Work. CNS Equipment does not include any equipment provided to Customer pursuant to the Service Agreement or any other contract or agreement between the Parties. The installation, operation, and maintenance of CNS Equipment is also governed by the Custom Network Solutions Product Annex, which is incorporated into this CNS Agreement as posted at <http://www.sprint.com/business/support/ratesTandCproducts.html> (the "**Product Specific Terms Website**") on the CNS Effective Date. Customer agrees to comply with this product annex as well as any other product annexes that are incorporated by reference (collectively, the "**CNS Annexes**").
- F. Precedence.** Sections 12.1, 12.2 and 12.3 of this CNS Agreement take precedence over all other conflicting terms and conditions in the Custom Network Solutions Product Annex.

**Project Name: Village of Carol Stream CDMA Add-On 500 (IL)**

**Project ID: EMBIL01621**

**AGREEMENT**

**1. Term.** The initial term of this CNS Agreement begins on the CNS Effective Date and ends on the expiration of the Purchase Commitment Period (defined below) ("**Initial Term**"). Thereafter, this Agreement will automatically renew for successive renewal terms of 12 months (each a "**Renewal Term**") unless either Party provides 120 days' prior written notice of termination. The Initial Term and Renewal Term(s) collectively make up the "**Term**." If the Service Agreement is terminated prior to the expiration or termination of this CNS Agreement, the Service Agreement will remain in effect with respect to the Devices subject to this CNS Agreement until this CNS Agreement expires or is terminated.

**2. Purchase Commitment and Purchase Commitment Recovery Fee**

**2.1 Purchase Commitment.** During each month of the Purchase Commitment Period, Customer agrees to maintain in a service fee generating status a minimum of: 58 Devices (of which 6 must be purchased and activated after the CNS Effective Date) ("**Purchase Commitment**"). Devices in excess of the number required to fulfill the Purchase Commitment in a particular month may not be applied retroactively or to any future month in which Customer fails to fulfill the Purchase Commitment. To contribute toward fulfillment of the Purchase Commitment, the Device must (i) be activated under Customer's billing account number 760300514 and Customer's ID; and (ii) have a minimum monthly average of \$31.25 of Service for the Devices.

**2.1.1** The "**Purchase Commitment Period**" begins 6 months after the CNS Effective Date and expires 42 months after the CNS Effective Date, for a total Purchase Commitment Period of 36 months.

**2.2 Purchase Commitment Recovery Fee.** At the end of the Initial Term or if this CNS Agreement is terminated before the end of the Initial Term due to Customer's default, Customer's termination for convenience, or due to post-installation signal interference, Sprint will review Customer's fulfillment of the Purchase Commitment. If Customer has not met its Purchase Commitment, Customer agrees to pay Sprint a purchase commitment recovery fee determined as follows: (i) for each month during the Initial Term in which Customer did not fulfill the Purchase Commitment, Sprint will calculate the difference between the number of Devices that Customer agreed to

maintain during each month of the Initial Term and the actual number of Devices that Customer maintained during that month; (ii) Sprint will total the sum of these differences for the months in which Customer did not fulfill the Purchase Commitment during the Initial Term; and (iii) Sprint will multiply this total by \$31.25 ("**Purchase Commitment Recovery Fee**"). Sprint may invoice Customer for the Purchase Commitment Recovery Fee, and Customer agrees to pay such invoice in accordance with the payment terms under the Service Agreement.

**2.3 Customer Capital Contribution.** No later than 30 days after the CNS Effective Date, Customer agrees to pay Sprint \$0.00 as a capital contribution for the installation of the CNS Equipment.

### **3. Signal Interference**

**3.1. Pre-Installation.** If, after the CNS Effective Date, material signal interference arises between the CNS Equipment and any of Customer's equipment and systems that were installed at Customer's Property prior to the CNS Effective Date, then Sprint will use commercially reasonable efforts to mitigate such signal interference to the extent the interference is caused by the CNS Equipment. Sprint will begin the process of correcting any such material interference within 48 hours after receipt of written notice from Customer. If Sprint cannot alleviate the interference between the CNS Equipment and Customer's equipment and systems installed at Customer's Property prior to the CNS Effective Date, then Sprint may terminate this CNS Agreement pursuant to the "Signal Interference – Pre-Installation" portion of the "Termination by Sprint" section and Customer will not be liable for the Purchase Commitment Recovery Fee.

**3.2. Post-Installation.** If material signal interference arises between the CNS Equipment and any of Customer's equipment and systems that were installed at Customer's Property on or after the CNS Effective Date, then the Parties will negotiate in good faith to develop and implement commercially reasonable means of mitigating such material interference. If the Parties are unable to mutually agree on and implement commercially reasonable means of mitigating the interference, Sprint may terminate this CNS Agreement pursuant to the "Signal Interference – Post-Installation" portion of the "Termination by Sprint" section, and Customer will be liable for the Purchase Commitment Recovery Fee. Sprint will not be liable for any Service interruptions caused by interference created by Customer's or any third party's electrical or other equipment, and Customer will continue to be liable for Service charges during the period of Service interruption if interference occurs.

**4. Termination by Sprint.** Sprint may terminate this CNS Agreement under the following circumstances:

**4.1. During Installation.** Prior to completion of the installation, with at least 10 days' prior written notice, if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site survey of the Premises and those site conditions cause an unexpected, material increase in the installation cost to Sprint or have a material adverse impact on Sprint's ability to install, operate, or maintain the CNS Equipment;

**4.2. Signal Interference – Pre-Installation.** By sending written notice to Customer of signal interference as described in the "Signal Interference – Pre-Installation" section;

**4.3. Signal Interference – Post-Installation.** By sending written notice to Customer of signal interference as described in the "Signal Interference – Post-Installation" section;

**4.4. FCC Acts.** If Sprint is unable to access and use the CNS Equipment or the Premises due to an action of the Federal Communications Commission, including without limitation, a take back of channels or change in frequencies;

**4.5. Other Regulatory Acts.** If after use of commercially reasonable efforts, Sprint and/or Customer cannot obtain or maintain any license, permit, or other approval required to be obtained or maintained for the installation, operation, or maintenance of the CNS Equipment;

**4.6. Convenience.** With at least 90 days' prior written notice, for any reason; or

**4.7. Default.** If Customer materially defaults in the performance of any of its duties or obligations under this CNS Agreement—including failure to fulfill the Purchase Commitment—and the default is not cured within 30 days after Customer's receipt of written notice specifying the default.

**5. Termination by Customer.** Customer may terminate this CNS Agreement under the following circumstances:

**5.1. Before Installation.** With at least 10 days' written notice prior to the commencement of installation of the CNS Equipment if there is a material change to the assumptions set forth in the Statement of Work regarding the scope or other aspects of the CNS Equipment design that will have a material adverse impact on Customer; provided that Customer will reimburse Sprint for any actual costs incurred to the date of termination;

**5.2. Convenience.** With at least 90 days' prior written notice, for any reason; or

**5.3. Default.** If Sprint materially defaults in the performance of any of its duties or obligations under this CNS Agreement and the default is not substantially cured within 30 days after Sprint's receipt of written notice specifying the default.

**5.4. Nonappropriations; Termination of Purchase Commitment.** Customer may terminate its obligations to maintain the Purchase Commitment upon at least 30 days' prior written notice to Sprint if Customer does not receive annual appropriations required for the funding of the Purchase Commitment under this CNS Agreement, with Customer providing evidence of such event. In the event of such termination, this CNS Agreement will remain valid and in force for the remainder of the then current Initial Term or Renewal Term without any further Purchase Commitment. If the Customer's annual appropriation funding for this CNS Agreement is merely decreased by not completely eliminated, the Parties will modify the Purchase Commitment to reflect the decrease in funding.

**6. Enhanced CNS Services** (a) If a Statement of Work includes 4G CNS Equipment, then the 4G Custom Network Solutions Product Annex, as posted on the Product Specific Terms Website on the CNS Effective Date, is incorporated into this CNS Agreement. (b) If a Statement of Work includes Sprint installing external or internal passive antennas, then the Sprint Passive Antennas Product Annex, as posted on the Product Specific Terms Website on the CNS Effective Date, is incorporated into this CNS Agreement.

## **7. Indemnity**

**7.1.** Sprint will indemnify and defend Customer, and Customer's directors, officers, employees, agents, and their successors, against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees (each a "Claim" and collectively, the "Claims") arising directly from the performance of this CNS Agreement and relating to personal injury, death, or damage to real or tangible personal property that is alleged to have resulted, in whole or in part, from negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees, or authorized agents, but excluding: (i) Claims arising from or relating to disruption of the Services; and (ii) Claims to the extent such Claims result in whole or in part from the negligence or willful misconduct of Customer.

**7.2.** To be indemnified, Customer must: (i) give Sprint timely written notice of the Claim, (ii) give Sprint full and complete authority, information and assistance for the Claim's defense and settlement, and (iii) not, by any act, admission, or acknowledgment, materially prejudice Sprint's ability to satisfactorily defend or settle the Claim. Sprint will retain the right, at its option, to settle or defend the Claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense, but Sprint will retain sole control of the Claim's settlement or defense.

## **8. Limitations and Conditions of Liability**

**8.1.** SPRINT'S SOLE LIABILITY FOR A SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE CNS EQUIPMENT IS LIMITED TO THE APPLICABLE REMEDIES SET FORTH IN, AND SUBJECT TO THE LIMITATIONS PROVIDED UNDER, THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS.

**8.2.** IN THE CASE OF ANY AND ALL OTHER CLAIMS THAT MAY ARISE FROM, OR RELATE TO PERFORMANCE OR NON-PERFORMANCE UNDER, THIS CNS AGREEMENT, IN NO EVENT IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, COST OF COVER, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR COST OF REPROCUREMENT.

**8.3.** EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY ITS FAILURE(S) TO PERFORM ITS OBLIGATIONS UNDER THIS CNS AGREEMENT IS LIMITED TO: (I) THE MINIMUM COVERAGE SET FORTH IN THE "INSURANCE" SECTION OF THE CUSTOM NETWORK SOLUTIONS PRODUCT ANNEX FOR ANY CLAIMS AND LIABILITIES ARISING FROM, OR CAUSED BY, ANY CASUALTY OR HAZARD COVERED OR REQUIRED UNDER THIS CNS AGREEMENT TO BE COVERED IN WHOLE OR IN PART BY INSURANCE; (II) PROVEN DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH, OR DAMAGE TO REAL OR PERSONAL PROPERTY, CAUSED BY THE PARTY'S NEGLIGENT OR WILLFUL MISCONDUCT; AND (III) PROVEN DIRECT DAMAGES FOR ALL OTHER CLAIMS ARISING OUT OF THIS CNS AGREEMENT, NOT TO EXCEED \$50,000.00. CUSTOMER'S PAYMENT OBLIGATIONS, LIABILITY FOR THE PURCHASE COMMITMENT RECOVERY FEE, AND THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER THIS CNS AGREEMENT ARE EXCLUDED FROM THIS PROVISION.

## **9. Confidentiality**

**9.1.** Neither Party will disclose the other Party's Confidential Information (as defined below), to any third party, except as expressly permitted in this CNS Agreement. This obligation will continue until 2 years after this CNS Agreement terminates or expires. The Recipient (as defined below) may disclose Confidential Information to its subsidiaries, affiliates, agents, and consultants with a need to know, if they are not competitors of the Discloser (as defined below) and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The Parties will use Confidential Information only for the purpose of performing under this CNS Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality, (B) is or becomes publicly known, through no wrongful act or omission of the Recipient, (C) is received without restriction from a third party free to disclose it without obligation to the Discloser, (D) is developed independently by the Recipient without reference to the Confidential Information, (E) is required to be disclosed by law, regulation, or court or governmental order, or (F) is disclosed with the prior written consent of the Discloser. "Confidential Information" means nonpublic information: (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this CNS Agreement, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of this CNS Agreement including related discussions, negotiations, and proposals. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

**9.2 FOIA.** This Agreement is a copyrighted work authored by Sprint and may contain Sprint trademarks, trade secrets, and other proprietary information. Sprint acknowledges that the CNS Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOIA"). Customer will provide Sprint with prompt notice of any intended FOIA disclosures or post-execution FOIA requests, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint confidential and proprietary information, consistent with all applicable laws and regulations.

**10. Force Majeure.** Neither party will be responsible for any delay, interruption, or other failure to perform under this CNS Agreement due to acts or events beyond the reasonable control of the otherwise responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

**11. Notices**

**11.1.** All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable. Notice addresses may be changed by giving notice as provided in this section. Notices to Sprint must be sent to each of the following: (a) Sprint Custom Network Solutions, c/o Vice President Industry Solutions, Mailstop-KSOPHF0210-2A276, 6200 Sprint Parkway, Overland Park, KS 66251; and (b) Sprint Solutions, Inc., c/o VP Legal Dep't - Sales & Distribution, Mailstop KSOPHT0101-Z2525, 6391 Sprint Parkway, Overland Park, KS 66251.

**11.2** Notices to Customer must be sent to the following address 500 N. Gary Avenue, Carol Stream, IL 60188.

**12. Government Customer Provisions**

**12.1. Insurance.** Customer shall not be required to maintain the insurance coverages set forth in the Custom Network Solutions Product Annex.

**12.2. Taxes, Fees, Surcharges & Assessments.** Sprint will honor Customer's applicable statutory tax exemptions upon receipt of valid and properly executed exemption certificates and related documentation. If Customer claims an exemption from any Charges (as defined in the Custom Network Solutions Product Annex), Customer shall reimburse Sprint for all reasonable costs incurred by Sprint as a result of claims arising out of Customer's claimed exemption.

**12.3. Hazardous Materials.** To the best of Customer's knowledge, there are no substances, chemicals or wastes on or within Customer's property or the Premises that are identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Sprint will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. Customer will have sole responsibility for the identification, investigation, monitoring, remediation and cleanup of any Hazardous Substance discovered at or within Customer's Property, and Customer releases Sprint from any and all claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, relating to any Hazardous Substance present at or within Customer's Property unless the presence of the Hazardous Substance is caused directly by the activities of Sprint.

**13. Jury Trial and Class Action Waiver and Arbitration.** The parties mutually, expressly, irrevocably, and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this CNS Agreement. This subsection survives the termination of this CNS Agreement. If the parties agree, any dispute arising out of or relating to this CNS Agreement may be finally settled by arbitration. If the waiver of jury trial is held unenforceable by a court of competent jurisdiction, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. All arbitration proceedings for disputes relating to this CNS Agreement will be held in the Kansas City, MO metropolitan region. Arbitration proceedings will not include class action arbitration.

**14. Miscellaneous.** (a) This CNS Agreement is governed by the laws of the state in which the Premises are located. (b) this CNS Agreement may not be assigned by either Party without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld, or delayed, except that each Party has the right to assign this CNS Agreement, in whole or in part, to any of the Party's subsidiaries, affiliates, or a successor, or to any entity acquiring substantially all of the Party's assets. This CNS Agreement binds, and inures to the benefit of, the successors and permitted assigns of the Parties. (c) This CNS Agreement may only be amended in a writing signed by both Parties' authorized representatives. Alterations to this CNS Agreement are not valid unless accepted in writing by both Parties. (d) Sprint performs its obligations in this CNS Agreement as an independent contractor. Nothing in this CNS Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees, or affiliates. (e) If any provision of this CNS Agreement is found to be unenforceable, this CNS Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent. (f) No waiver by either Party of any breach of any provision of this CNS Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this CNS Agreement. (g) This CNS Agreement's benefits do not extend to any third party. (h) References to Uniform Resource Locators (URLs) in this CNS Agreement include any successor URLs designated by Sprint. (i) The terms and conditions of this CNS Agreement regarding confidentiality, indemnification, warranties, dispute resolution, and all others that by their sense and context are intended to survive the expiration of this CNS Agreement will survive. (j) This CNS Agreement, including any Exhibits, CNS Annexes, and all referenced documents, constitutes the entire agreement between the Parties with respect to Sprint's installation, operation, maintenance, and removal of the CNS Equipment at the Premises and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties.

**15. Offer Expiration.** To become effective, this CNS Agreement must be (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before 4/30/2011; and (c) signed by a Sprint officer or authorized designee.

Each Party has caused this CNS Agreement to be executed by its authorized representative.

**Village of Carol Stream**

**SPRINT SOLUTIONS, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CUSTOM NETWORK SOLUTIONS  
BASIC NETWORK SOLUTIONS  
ROM TO PROPOSAL TEMPLATE**



Together with NEXTEL

<b>TABLE 1: SCOPE DEFINITION</b>		
PROJECT ID:	EMBIL01621	
LOCATION ADDRESS OF CUSTOMER FACILITY/PROPERTY:	500 N Gary Ave Carol Stream, IL 60188	
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	1	
BUILDING	FLOOR	FLOOR
	1st	7,000 SQ/FT
	2nd	10,000 SQ/FT
TOTAL SCOPE COVERAGE AREA [SQ/FT]:	17,000 SQ/FT	
TOTAL SCOPE COVERAGE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:	17,000 SQ/FT	
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	This facility requires CDMA to be added to the iDEN network in place.	
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:	N/A	
General construction make up of the facility: 1. Interior walls. 2. Exterior walls and windows. 3. Roof. (i.e. metal lined, greater than 6" thick), windows (i.e. reflective glass), etc. 4. Ceiling type. (dropped or hard)	1. Interior Walls: Drywall 2. Exterior Walls: Brick 3. Roof: Average thickness & Material 4. Ceiling Type: Drop	
Customer Point of Contact Providing Data Above	Marc Talavera / 630-871-6250	

<b>TABLE 2: TECHNICAL DATA</b>		
ANTICIPATED CDMA COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85	
DESCRIPTION OF SIZE AND LOCATION OF ANTICIPATED SPACE FOR RF SOURCE:	Customer will provide closet space for equipment. (4ft x 4ft wall mount space)	
ADDITIONAL PROJECT REQUIREMENTS/DETAILS:	N/A	
CDMA USER CAPACITY:	TOTAL ANTICIPATED CDMA USER CAPACITY:	Up to 150

**SCOPE:**

1. Project scope is limited by information and data contained in this document.
2. All assumptions derived from Customer provided information.
3. Any change in technical assumptions renders project scope and solution proposal invalid.

**SYSTEM REQUIREMENTS:**

4. Sprint will provide a CDMA solution for the areas identified in Table 1.
5. Coverage enhancement design ensures coverage to 90% of scope area.
6. Received signal strength (RSSI) design objective for CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
7. Solution design allows for support of up to 150 CDMA users.
8. Sufficient signal strength is available from existing donor sites to drive the internal system.
9. There are no EMI design requirements.
10. There are no console or custom dispatch/special talk group requirements.

**INTERFERENCE:**

11. Customer believes there are no existing systems in place that may interfere with the Sprint 800/900/1900 MHz frequencies.

**FACILITY:**

12. Special City, County, State or Federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
13. There are no special Customer permitting or approval processes required.
14. Customer believes there are no RF shielded areas in the facility.
15. Customer believes that building structure is by normal construction standards: no lead or metal lined walls, walls not thicker than six inches.
16. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.
17. Any scope requirements contrary to terms in statement of work may result in additional deal terms.

**LABOR & INSTALLATION:**

18. Union labor is not required. If union labor is required, deal terms may be altered.
19. Customer project manager or project management company labor costs are the responsibility of the Customer.
20. All Customer-required labor force costs (internal or 3<sup>rd</sup> party) will be paid by the Customer.
21. Sprint can utilize its own preferred contractors for installation work.
22. Work can be completed during normal construction business hours (7:00 a.m. to 6:00 p.m., Monday-Friday). Customer will allow after-hours work to maintain schedule when necessary.
23. There are no special approvals required for Sprint contractors to perform installation work.
24. There are no restricted access areas or areas that require training, drug screening or background checks for access.

**SPACE:**

25. Customer will provide space as needed in telecom closet locations for Repeater and distributed antenna system (DAS) equipment.

**POWER:**

26. Customer will provide 20 amps 120V AC power in telecom closet locations as necessary for DAS equipment.
27. Power is readily available at all equipment locations at no installation or operational cost to Sprint.
28. Customer provides backup power or UPS for all Repeater, and DAS equipment.

**CABLING & ANTENNAS:****Customer believes the following requirements are valid:**

29. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
30. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
31. Cable routing is available between Repeater location and rooftop donor antenna.
32. No special antenna stealthing techniques are required and all antennas can be visible.
33. Cable pathways (horizontal & vertical) exist and are available for use.
34. Customer will approve coaxial, fiber optic, or CAT-5 cable routing design along the most direct cable paths.
35. Design may utilize any combination of coaxial, fiber optic or CAT-5 cable.
36. Conduit is not required for any cable installations.
37. Core drilling is not required for any cable installations.
38. Customer will provide roof penetration if necessary for donor antennas.



*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WNC*  
DATE: April 15, 2011  
RE: 2011 Asphalt Rejuvenator Project - Request to Waive Bidding  
and Award Contract

In 2004 Engineering staff tested a new product called GSB-88 to alleviate problems of slow curing time, excessive sand, and generally messy conditions from previous rejuvenator products. The new product exceeded our expectations and provided the added benefit of waterproofing and an initial black color. From 2005 through 2010 we have done the entire project with GSB-88.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. As such, it is also unable to be competitively bid, as only one contractor has the rights to apply the product in this area. Staff has therefore negotiated a unit price for application of the product.

Engineering is proposing to rejuvenate and seal only the streets repaved in 2010 and some of the streets crackfilled this year. American Road Maintenance (MTS) has provided a quote of \$0.95 per square yard for 220,000 square yards of pavement rejuvenation. This is a \$0.05 per square yard (5.6%) increase over last year's price of \$0.90 per square yard. Although we typically award this project in the fall, last year we awarded the contract early to avoid cure problems associated with cooler weather.

Engineering staff therefore recommends that the bid process be waived and the 2011 Asphalt Rejuvenator Project be awarded to American Road Maintenance (formerly Midwest Tar Sealer Company) at the negotiated unit price for a cost not to exceed \$209,000. The budget for rejuvenation is in Public Works street maintenance this year in the amount of \$300,000, which also includes pavement patching and a restorative sealer used for older pavements.

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

Attachment

# **mts** MIDWEST TAR SEALER CO.

1485 E. Thorndale Ave. • Itasca, Illinois 60143 • T. 630.773.9225 • F. 630.729.3033

March 31, 2011

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
630.871.6220 X-6408  
Attn: Bill Cleveland

Re: Various Streets  
Carol Stream

[wcleveland@carolstream.org](mailto:wcleveland@carolstream.org)

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

**SEALING:**

**GSB-88 Asphaltic Rejuvenator**

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

*Specification:*

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

Phase 1				
110,000 Square Yards of Pavement Rejuvenation	@	\$0.950		\$104,500.00
Phase 2				
110,000 Square Yards of Pavement Rejuvenation	@	\$0.950		\$104,500.00

**RESTRICTIONS:**

1. Above prices will be held through the 2011 season.
2. Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.

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

Sincerely,



**Skip Coghill**

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AC  
MIDWE-2

DATE (MM/DD/YYYY)  
03/30/11

<b>PRODUCER</b>  Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills IL 60061 Phone: 847-367-2633 Fax: 847-367-2636	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Midwest Tar Sealer Co., Inc. 1485 E. Thorndale Ave. Itasca IL 60143	INSURER A: <b>Westfield Companies</b>	<b>24112</b>
	INSURER B: <b>Zurich-American</b>	<b>16535</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TRA1494189	03/31/11	03/31/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRA1494189	03/31/11	03/31/12	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT  OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	TRA1494189	03/31/11	03/31/12	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	WC4886286	03/31/11	03/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1000000 \$ 1000000 \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  VILLAGE OF CAROL STREAM 500 N. GARY AVE. CAROL STREAM IL 60188	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Todd Silber</i>
---	---

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

**AN ORDINANCE EXTENDING THE PERIOD OF PARTICIPATION IN THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE FOR A PERIOD OF THREE ADDITIONAL YEARS**

WHEREAS, this municipal corporation is a Member of the Intergovernmental Personnel Benefit Cooperative, (IPBC), which is an intergovernmental entity providing employee benefits to the officers and employees of this municipality; and

WHEREAS, through its membership in the IPBC, this municipal corporation gains the ability to achieve economies of scale in the administration of the benefit claims of its requisite members and the other benefits of membership provided for in the Contract and By-Laws of that Cooperative; and

WHEREAS, the Contract and By-Laws of the IPBC provide that the IPBC shall operate in three (3) year cycles with the governing board of each member, including the governing board of municipal corporation members, being required to pass an ordinance or resolution agreeing to continue as a member for the new three-year cycle; and

WHEREAS, failure to pass a timely ordinance or resolution agreeing to continue as a member, at least sixty (60) days before the commencement date of a new three-year cycle shall constitute a withdrawal from the Cooperative; and

WHEREAS, the next three-year cycle of the Cooperative commences on July 1, 2011; and

WHEREAS, this municipal corporation desires to express, through the passage of this Ordinance, its desire to continue as a member of the Cooperative for the three-year cycle commencing on July 1, 2011, provided that an adequate number of other

members of the Cooperative, as is set forth within the Contract and By-Laws document, also agree to continue as members for the next three year-cycle; and

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

SECTION 1: This municipal corporation shall continue as a member of the Intergovernmental Personnel Benefit Cooperative for a three-year term commencing on July 1, 2011, in accordance with the Contract and By-Laws of that entity as it currently exists or as it may be validly amended in the future.

SECTION 2: The obligation of this municipal corporation to be a member of the Intergovernmental Personnel Benefit Cooperative shall obligate this municipal corporation to make financial contributions to the Intergovernmental Personnel Benefit Cooperative only to the extent required from time-to-time by the Contract and By-Laws of the IPBC and authorized therewith by the Board of Directors or the Executive Committee.

SECTION 3: This Ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18th DAY OF April 2011.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor


ATTEST:

---

Beth Melody, Village Clerk

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

**TO:** Joe Breinig, Village Manager

**FROM:** Caryl Rebholz, Employee Relations Director 

**DATE:** April 11, 2011

**RE:** **IPBC Health Insurance Pool Renewal**

The Intergovernmental Personnel Benefit Cooperative (IPBC) pool is a benefits cooperative comprised of over 50 municipalities (over 8000 lives) to provide employee health, life and dental insurance benefits. The Village of Carol Stream has been a member of the IPBC since its inception in 1981. Per the IPBC Bylaws, each member of the cooperative must formally renew its membership commitment every three years.

Knowing that the renewal term was approaching, the Village requested market comparability data to determine if the IPBC Pool was the best and most cost-effective approach to providing employee benefits at this time. Having analyzed alternatives, including several stand alone options with both Blue Cross Blue Shield and United Healthcare, it was determined that the IPBC Pool structure continued to be our lowest price option. In addition, several advantages to continuing our participation in the IPBC pool remain:

- Intergovernmental pooling has proven to be an effective alternative to traditional insurance. The Village is not as vulnerable to the drastic market swings of the private insurance marketplace and rate increases have trended lower than industry standards.
- Economies are experienced from negotiating and purchasing insurance products in intergovernmental consortiums. The Village self-insures the first \$30,000 of an individual's annual health claim costs. Annual claims incurred between \$30,000 and \$125,000 are pooled and shared evenly among all IPBC members. The IPBC purchases excess insurance to cover losses over \$125,000 per claimant.
- The HMO product has provided the Village a lower cost coverage alternative with annual rebate opportunities based on positive loss experience. The rebate element of IPBC's plan continues to be unprecedented in today's HMO health insurance industry.
- The IPBC has expanded access to more effective cost containment options by negotiating contracts with Blue Cross Blue Shield of Illinois, Cigna and United Healthcare. All of these companies offer an extensive network of physicians and hospitals that help reduce overall plan costs.

- The IPBC has seen continued growth over the past three years adding several new communities to the membership rolls, further stabilizing rate swings.
- Participation in the IPBC encourages intergovernmental cooperation.

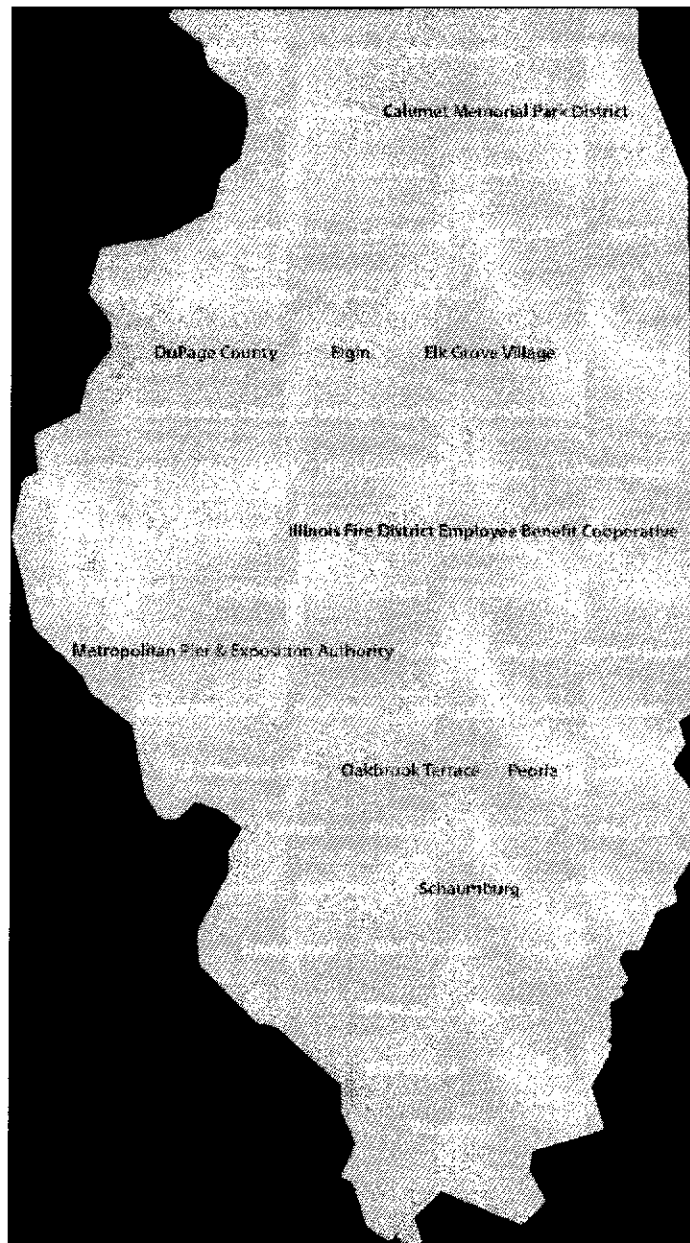
Therefore, it is my recommendation that the Village Board approve the attached ordinance to extend Carol Stream's period of participation in the Intergovernmental Benefit Cooperative (IPBC) for an additional three years through June 30, 2014.



Gallagher Benefit Services, Inc.  
thinking ahead

# IPBC

(Intergovernmental Personnel Benefit Cooperative)



Presented by: Your Gallagher Benefit Services, Inc. Public Sector Team





## IPBC

### Fact Sheet

**Inception:** 1979, per the Illinois Intergovernmental Cooperation Act

**Members:** 59 public sector entities as of November 1, 2010

**Governance:** Member communities designate representation to the Board of Delegates, then governed by Chair, Vice Chair, and Treasurer are officers selected from Membership

**Employees Covered:** Life Insurance: 8,948

PPO: 5,921

HMO: 3,459

Dental: 3,930

**Insurance Providers:** BlueCross Blue Shield (PPO/ HMO (Blue Advantage and HMO Illinois))

United Healthcare (PPO/EPO)

CIGNA (PPO)

MetLife (Dental)

Reliance Standard (Life/AD & D)

**2010-2011 Expenditures:** \$137,635,666 (estimated)

**2010-2011 Reserves:** \$21,340,597 (restricted)\*

\$23,944,626 (unrestricted)\*

\*Per IPBC Audit Year End 6/30/10



# The Intergovernmental Personnel Benefit Cooperative (IPBC)

## History

The Intergovernmental Personnel Benefit Cooperative (IPBC) is an entity created under Illinois state laws, which allows municipal groups to band together for the purposes of insurance. The IPBC was established in 1979 and currently includes 59 municipalities or municipal entities as members.

## Purpose

The purpose of the IPBC is to provide economies of scale and risk pooling that will allow members more financial stability than offered by the commercial insurance market. **The members retain the right within the IPBC to create and change their PPO plan design, which is often required due to the nature of bargained contracts.** Members also operate as part of a larger Board of Directors to control the finances within the pool.

## Members

Long-term commitment by members to the philosophy of risk pooling has been instrumental in the success of the IPBC. Many members have been part of the organization for more than two decades.

*"The Streamwood Village Board has established a formal budgetary policy encouraging intergovernmental cooperation in order to improve services and control costs. The IPBC offers group purchasing power that the Village would not have on their own. The IPBC Board has worked hard to develop creative products and flexible plan designs that are both cost-effective and meet the needs of our employees."*

— Dave Richardson,  
Finance Director, Village of Streamwood

For more information please contact Erin N. Duffy  
(630-285-4439, [erin\\_duffy@ajg.com](mailto:erin_duffy@ajg.com))

## Products

The IPBC offers self-insured PPO, HMO, and Dental programs. Upon entering the IPBC, each community will have access to a Life, AD & D benefit as well as a multitude of other products (vision, property and casualty, long-term care, retirement, etc.). The PPO program allows members authority over plan design, but provides pooling of risk among all members for individual claims between \$30,000 and \$125,000. Claims over \$125,000 are fully reinsured. Therefore, members are responsible for claims under \$30,000 and the redistributed claims cost for claims between \$30,000 and \$125,000. This allows for increased budgetability from year to year.

The HMO product is also self-insured through a special arrangement. Members pay for fixed costs of capitation and administration and then fund for claims not covered under the capitation fee. There are several different choices of plan designs with different levels of office visit and prescription drug co-pays. This program is fully pooled and no member is individually rated based on claim experience. All members pay the same rates based on plan design choices.

The Dental program is self-insured, and each member has complete flexibility over plan design. Several different network options are available to members.

## Business Partners

Ancel Glink (Attorney)  
Sikich (Auditing)  
Lauterbach & Amen (Accounting)  
NIU/CGS (Recordkeeping)  
Gallagher Benefit Services (Benefits Consulting)

## Executive Committee

Bob Fialkowski (Deerfield): Chairman  
Patrick Seger (Hoffman Estates): Vice Chair  
Kelly Amidei (Libertyville): Finance & Operations  
Mark Horton (Oswego): Treasurer  
Lisa Happ (Carpentersville): Membership



## Brokerage / Consulting Clients

- Elgin (2005)
- Elk Grove Village (1996)
- Illinois Fire District Employee Benefit Cooperative (1996)
- Metropolitan Pier & Exposition Authority (2007)
- Oakbrook Terrace (2004)
- Peoria (2005)
- DuPage County (2009)
- Calumet Memorial Park District (2010)
- Village of Schaumburg (2010)

## Intergovernmental Personnel Benefit Cooperative

### Individual Members

- Barrington (7/1/1979)
- Bloomingdale (7/1/1984)
- Carol Stream (10/1/1983)
- Carpentersville (1/1/2007)
- Central Lake County JAWA (6/1/1997)
- Collinsville (6/1/2004)
- Deerfield (5/1/2003)
- DeKalb (1/1/2008)
- Des Plaines (6/1/2003)
- Evanston (12/1/2009)
- Forest Preserve District of DuPage County (1/1/2004)
- Franklin Park (11/1/2003)
- Glenview (7/1/1979)
- Hanover Park (5/1/1981)
- Highland Park (1/1/2008)
- Hinsdale (6/1/1997)
- Hoffman Estates (1/1/2005)
- Homewood (1/1/2005)
- NW Suburban JAWA (1/1/2000)
- Libertyville (5/1/2006)
- Morton Grove (1/1/2007)
- Mount Prospect (4/1/1998)
- Northbrook (5/1/2003)
- Oswego (7/1/2010)
- Rolling Meadows (7/1/1979)
- Streamwood (7/1/1979)
- West Chicago (10/1/1997)
- Westmont (7/1/1979)
- Wheaton (4/1/2003)
- Wheeling (7/1/1979)
- Wood Dale (7/1/1981)

### SCDCBP Benefit Pool

- Burr Ridge (3/1/1985)
- Clarendon Hills (9/1/1984)
- Darien (9/1/1984)
- Willowbrook (9/1/1984)
- Woodridge (9/1/1984)

### SWAHM Benefit Pool

- Crest Hill (8/1/2010)
- Glen Ellyn (1/1/2009)
- Homer Glen (1/1/2009)
- Lemont (7/1/1992)
- Lockport 7/1/2008)
- Mokena (7/1/1992)
- New Lenox (7/1/1992)
- Plainfield (7/1/1992)
- Shorewood (7/1/1992)

### WCMC Benefit Pool

- Countryside (8/1/1983)
- Indian Head Park (8/1/1983)
- LaGrange Park (8/1/1983)
- Riverside (9/1/1984)

### NIHII Benefit Pool

- North Riverside (10/1/2009)
- Rock Falls (1/1/2010)
- Cary (3/1/2010)
- SEECOM (1/1/2011)

### EWCCM Benefit Pool

- Crete (11/1/2010)
- Beecher (11/1/2010)
- Peotone (11/1/2010)
- Monee (11/1/2010)
- Steger (11/1/2010)
- Crete Township (11/1/2010)





## Testimonials

### **Brad Wilson, Finance Director, City of Wood Dale**

"Throughout my six years of working with the IPBC, both as an end user and now as a voting member, I have yet to be disappointed. Regardless of the nature of my underlying issue, the support team at Gallagher Benefit Services has always succeeded in presenting a resolution that was both positive and clearly delivered in language appropriate to the audience. This ability has brought a great deal of comfort to employees, who traditionally feel overwhelmed by the health care system and its terminology. With the representatives at Gallagher, they feel that they are getting straight answers and not the same runaround they are used to. Due to this successful exchange between Gallagher and the City's staff members, a higher level of trust and understanding has developed, which allows the administration of the City's health care benefits to be a positive experience."

### **Bob Fialkowski, Finance Director, Village of Deerfield**

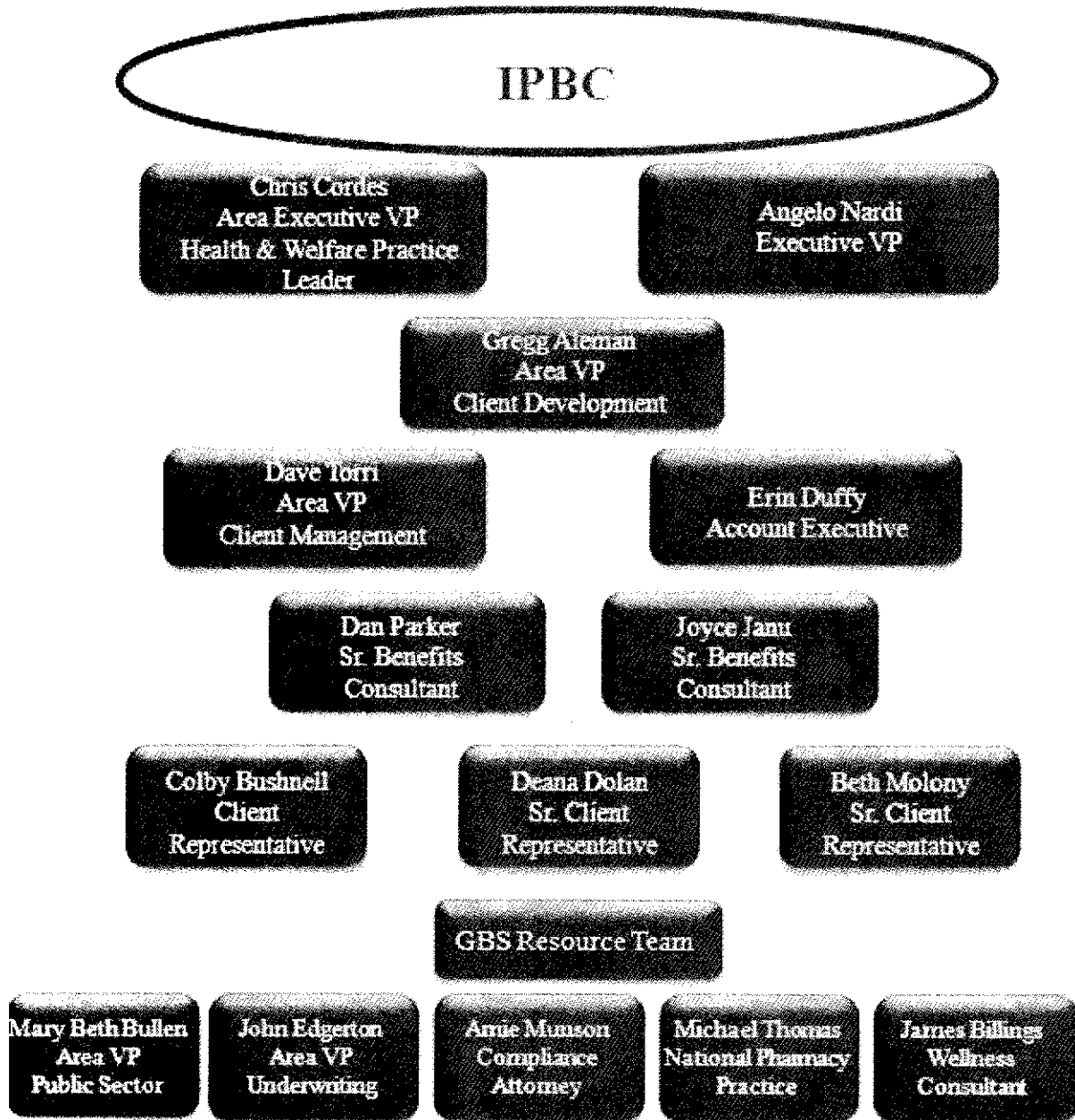
"...I believe the most important benefit of joining the pool is the future flexibility provided in designing a health benefits program within the budget set forth by the Village each year and access to innovative strategies to deal with the continued provision of these benefits to our employees. There have been quite a number of articles recently in the local and national press concerning the widespread expert opinion of 15% annual increases in employer-provided health insurance into the future and the unknown effect of the recent major changes to come due to the Federal health insurance bill. To deal with these types of increases and rapid changes, we need to be able to offer a menu of alternatives designed to share a greater responsibility for choosing and managing cost-effective health care with the employees. With 175 lives, we are not big enough on our own to offer a cafeteria of options to effect this transfer of decision-making. But as part of a pool of like-minded and similarly situated municipalities, membership in the IPBC will enable us to share and pool, with a larger number of covered employees, alternatives such as high-deductible plans or healthcare reimbursement arrangements. It also gives us access to consultants who can evaluate our individual circumstances along with the pool as an entity and offer cost effective programs to deal with the rising cost of these benefits."

### **Kay Argo, Human Resources Director, Village of Bloomingdale**

"The Village can offer more plan and vendor selection because we participate in the IPBC. Currently, we offer two HMO plans, a PPO plan, and EPO plan through Blue Cross Blue Shield and United Healthcare. That would not be possible if we were not part of the cooperative."

Another advantage to being in the pool is that we are able to self fund our health care expenses. If we pay more into the pool than we use during a plan year, those funds are saved in our own account to use in future years. If we were not part of the pool, we probably would need to fully insure our plans and any overpayment of premiums compared to claims would be forfeited to the insurance carrier."





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

**AN ORDINANCE GRANTING A VARIATION FOR LOT COVERAGE  
(542 AZTEC DRIVE)**

WHEREAS, Josh Delpierre of Champion Patio Rooms on behalf of Iyad Daoud, owner of the property at 542 Aztec Drive, is requesting a variation from Section 16-8-2(G) of the Zoning Code to exceed the maximum allowable lot coverage of 30% to accommodate the construction of a new three-season room in the R-2 One-Family Residence District; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper legal notice, held a public hearing on April 11, 2011 concerning this request; and

WHEREAS, this variance for a three-season room will not alter the character of the area, nor affect the general public or property within the area; and

WHEREAS, the Combined Board has filed its minutes regarding its recommendation of approval for this request with the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village have determined that approval of this variation would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village.

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

SECTION 1: That the property legally described in Section 1 of this Ordinance, commonly known as 542 Aztec Drive, shall be granted a variance to Section 16-8-2(G) of the Carol Stream Zoning Code to allow lot coverage to equal 35.2% which exceeds the maximum allowable lot coverage of 30% to accommodate the construction of a new three-season room, provided the following conditions are met:

1. That a building permit must be obtained for the three-season room prior to the construction of the room, and that the permit application must include necessary information relative to the demolition of the existing three-season room and wooden deck.
2. That the existing paver blocks immediately west of the wooden ramp that is to remain must be removed prior to the final inspection of the new three-season room.
3. That the construction of the three-season room and the ongoing maintenance of the property must comply with all applicable state, county and Village codes and requirements.

**LEGAL DESCRIPTION**

Lot 617 (except the north 30 feet as measured on the east and west lines thereof) and the north 45 feet of lot 616 (measured on the east and west lines thereof) in the Plat of Carol Stream Unit 7, being a subdivision of part of the southeast  $\frac{1}{4}$  of Section 30 and part of the northeast  $\frac{1}{4}$  of Section 31, Township 40 north, range 10, east of the Third Principal Meridian, according to the plat thereof recorded March 12, 1962 as Document R62-6952 in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code.



PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

I, \_\_\_\_\_, being the owner or other party of interest of the  
(please print)  
property legally described within this Ordinance, having read a copy of the Ordinance,  
do hereby accept, concur and agree to develop and use the subject property in  
accordance with the terms of this Ordinance.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(signature)

**AGENDA ITEM**

H-3 4-18-11

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

**TO:** Mayor and Trustees

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

**DATE:** April 15, 2011

**RE:** Deputy Village Clerk

Attached for your review and consideration is an Ordinance eliminating the position of Deputy Village Clerk. As indicated in the ordinance, staff support for the Village Clerk will be provided by the Village Manager's Office. As written the ordinance will provide a seamless transition on May 1, 2011. This reorganization will provide improved efficiency and coordination in both the Clerk's and Village Manager's office. The change is being recommended to coincide with the expiration of the Village Clerk's current term of office.

Attachment

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

**AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 1,  
ARTICLE 6 AND CHAPTER 2, ARTICLE 4 OF THE CAROL STREAM  
CODE OF ORDINANCES**

WHEREAS, the Mayor and Board of Trustees have heretofore authorized the appointment of a Deputy Village Clerk, pursuant to the provisions of Article 4 of Chapter 2 of the Carol Stream Code of Ordinances; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interests of the Village to eliminate the position of Deputy Clerk and to not authorize the appointment of a Deputy Village Clerk for fiscal year 2011-2012 and in the future; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village that the Village Manager shall assign village staff, as determined necessary, to assist the Village Clerk; and

WHEREAS, the Mayor and Board of Trustees, in the exercise of the home rule powers of the Village, find it to be in the best interests of the Village to amend the Carol Stream Code of Ordinances as set forth herein.

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

SECTION 1: The Carol Stream Code of Ordinances, Chapter 2, "Appointed Officers", Article 4, entitled "Deputy Village Clerk" is hereby repealed.

SECTION 2: The Carol Stream Code of Ordinances, Chapter 1, "Government Organization", Article 6, "Village Clerk", is hereby amended by adding Section 1-6-22, entitled "Assistance with Duties", which Section 1-6-22 shall read as follows:

**Section 1-6-22 Assistance with Duties.**

The Village Manager shall assign village staff, at the request of the Village Clerk and as the Village Manager deems necessary, to assist in the performance of the duties of Village Clerk. The Village Clerk may authorize such village staff to affix the seal of the Clerk and to execute documents on behalf of the Village Clerk, which documents shall have the same effect as if the documents had been signed by the Village Clerk.

SECTION 3: The individual currently in the position of Deputy Village Clerk is authorized to continue in such position until the end of the current 2010-2011 fiscal year, April 30, 2011, at which point such position shall cease to exist.

SECTION 4: This Ordinance amending Chapters 1 and 2 of the Code of Ordinances of the Village of Carol Stream shall be reprinted in the loose-leaf volume which bears that title.

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

PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF APRIL 2011.

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

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

**AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 11 (SIGN CODE)  
AND CHAPTER 6, ARTICLE 13 (FEE SCHEDULE)  
OF THE CAROL STREAM MUNICIPAL CODE (SIGN CODE)**

**WHEREAS**, the Village of Carol Stream has adopted a Sign Code, which is intended to allow individuals to be made aware of businesses, activities and events taking place within the Village, but which is also directed at the interest of its citizens and the aesthetics of the community and health and safety consideration; and

**WHEREAS**, the Village wishes to amend various sections of the Sign Code in order to benefit the community and the businesses of Carol Stream; and

**WHEREAS**, the Plan Commission / Zoning Board of Appeals has reviewed the proposed text amendments to the Sign Code at their meeting on April 11, 2011, and recommended approval of the amendments by a vote of 5-0.

**WHEREAS**, the Mayor and Board of Trustees of the Village of Carol Stream find it to be in the best interests of the Village to amend the Sign Code as provided herein.

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

SECTION 1: That Chapter 6, Article 11, table of contents of the Carol Stream Code of Ordinances is hereby amended as follows:

- |         |         |   |
|---------|---------|---|
| Section | 6-11-9  | <del>Permits for temporary signs</del> <u>Special event signs</u> |
|         | 6-11-19 | Signs in the Industrial <del>Zones</del> <u>Zone (I)</u>          |
|         | 6-11-21 | <del>Variance</del> - <u>Variations</u>                           |

SECTION 2: That Chapter 6, Article 11, Section 3 of the Carol Stream Code of Ordinances is hereby amended to add a new subsection (E) as follows:

### **§ 6-11-3 INTERPRETATION.**

(E) Gary Avenue and North Avenue Corridors. Signs placed on properties located within the Gary Avenue and North Avenue Corridors must comply with the regulations contained in §16-5-6.

(1) Signage for new development shall be included in the Gary Avenue or North Avenue Corridor Development Plans, and shall be subject to review and approval by the Plan Commission in accordance with the procedures defined in §16-5-6(N).

(2) New or replacement ground signs and pole signs placed on existing, developed properties shall be subject to review and approval by the Plan Commission in accordance with the procedures defined in §16-5-6(N).

(3) New or replacement wall signs placed on existing, developed properties must meet the purpose and intent of the corridor regulations, as determined by the Community Development Director, and review by the Plan Commission shall not be required; however, the applicant may appeal the decision of the Community Development Director in accordance with §6-11-22.

(4) The changing of the face of existing signage shall not be subject to the corridor regulations.

SECTION 3: That Chapter 6, Article 11, Section 5, Subsection (C) of the Carol Stream Code of Ordinances is hereby amended as follows:

### **§ 6-11-5 LIMIT ON SIGN AREA.**

(C) Maximum sign area allowed. 750 square feet of sign area will be the maximum allowed on any premises in any case, with the following ~~exception~~ exceptions:

SECTION 4: That Chapter 6, Article 11, Section 6, Subsection (B)(2) of the Carol Stream Code of Ordinances is hereby amended as follows:

### **§ 6-11-6 CALCULATION OF SIGN AREA.**

(B) Additional requirements are as follows:

(2) Wall signs. Wall signs are limited to an area equal to the percentage allowed per facade in each zoning classification. If there are multiple signs per facade, the area calculation shall include the total of each separate sign area. The wall space between separate signs shall not be included in the

~~calculation of total wall sign area, plus the area between each sign. This is to be defined as that area from top to bottom of the smaller signs extending to the edge of the larger sign. The placement of all signs cannot extend above or below the largest sign.~~

SECTION 5: That Chapter 6, Article 11, Section 9 of the Carol Stream Code of Ordinances is hereby repealed.

SECTION 6: That Chapter 6, Article 11, Section 8 of the Carol Stream Code of Ordinances is hereby amended by amending Subsection (A) and adding Subsection (C) as follows:

**§ 6-11-8 APPLICATION FOR SIGN PERMITS.**

Permits for signs shall be required as follows:

(A) Unless otherwise provided for in this article, no person shall hereafter erect, alter, position or relocate any permanent sign or temporary sign without first obtaining a permit therefor from the Community Development Department. Such permit shall be issued only when the sign complies with all of the applicable provisions of this article. The fee for granting such a permit shall be in accordance with Chapter 6, Article 13 of this code.

~~**§ 6-11-9 PERMITS FOR TEMPORARY SIGNS.**~~

~~(A) Unless otherwise provided for in this article, no person shall hereafter erect, alter, position, locate or relocate a temporary sign without first obtaining a permit therefor, nor shall any person display or continue to display a temporary sign in a manner or at a time other than as allowed by the terms of the permit.~~

~~(B C) Temporary signs. The duration of display~~ Duration of temporary signs shall be as follows:

(1) *Residential marketing signs, on-site and off-site.* Twelve months, renewable on a ~~six~~ twelve month basis thereafter. ~~The temporary sign permit may be renewable only four times on a six month basis. Any renewals thereafter shall have Plan Commission approval.~~

(2) *Real estate signs.* ~~Six~~ Twelve months, renewable on a ~~six~~ twelve month basis.

(3) *Banners.* No more than four events per calendar year nor more than four weeks per event, with a maximum of no more than eight weeks per calendar year.

(4) *Construction signs.* ~~For six~~ Twelve months, renewable ~~one time~~ on a ~~six~~ twelve month basis. ~~Any renewals thereafter shall have Plan Commission approval.~~

(5) *Special event signs.* See §6-11-9.

(6) *Removal.* Temporary signs shall be removed upon expiration of the permit, or at such time as the event or purpose of the sign has ended, whichever is sooner.

~~(5) Temporary residential model signs. Six months and renewable thereafter until sale of model.~~

~~(C) Application for a permit for a temporary sign shall be made in accordance with § 6-11-8.~~

~~(D) Every applicant for a temporary sign shall pay a fee in accordance with Chapter 6, Article 13 of this code.~~

SECTION 7: That a new Chapter 6, Article 11, Section 9 of the Carol Stream Sign Code is hereby created as follows:

### **§ 6-11-9 SPECIAL EVENT SIGNS**

(A) Certain temporary signs and attention-getting devices as defined in this section, and which may otherwise be prohibited, may be permitted for promoting special community activities, special business events, grand openings for businesses, activities of nonprofit organizations, or the sale or lease of real property, and are subject to the provisions of this section.

(B) All special event signage shall comply with the following:

(1) Special event signage shall be considered temporary, and shall be subject to the durations as specified in this section.

(2) All special event signage must be properly anchored or secured, and maintained in good condition. Banners must be securely affixed to a building or to posts.

(3) A building permit is required in accordance with §6-11-8.



(C) All temporary ground signs and banners affixed to posts shall comply with the following:

(1) Prior to any digging or the installation of any posts, the property owner shall contact JULIE (Joint Utility Locating Information for Excavators) and have the location of buried utilities marked on the property.

(2) Posts shall be installed to a depth at least 30 inches into the ground and shall remain perpendicular to the ground for the duration of the display event. Posts or above-ground supports shall be removed at the time that the temporary sign is removed.

(3) Temporary ground signs and banners shall be maintained in good condition and shall remain securely affixed to the posts or above-ground supports for the duration of the display event.

(4) Banners affixed to posts shall not be permitted to hang loosely and shall maintain 18 inches of clearance above the ground.

(D) Temporary signs advertising special events of governmental agencies or not-for-profit organizations, or other non-commercial signs. A maximum of one temporary ground sign or banner sign may be installed per street frontage, not larger than 32 square feet in area, and not more than six feet in height if a ground-mounted sign. Pennants, streamers and balloons shall also be permitted. Such signs may remain for a maximum of 30 days and must be removed upon the close of the event. A governmental agency or not-for-profit organization may install temporary signs for four such events per calendar year. All temporary signs shall comply with the sign placement requirements contained in § 6-11-11.

(E) Temporary on-site regional promotion signs for residential subdivisions. A maximum of two temporary ground signs shall be permitted per event, not larger than 32 square feet in area and not more than ten feet in height, and shall be located only at entrances to the subdivision and in compliance with §6-11-11. Pennants, streamers and balloons shall also be permitted. Banners shall be permitted, but must be securely affixed to a building. All other signs listed in §6-11-10 shall not be permitted. A maximum of two promotional events may be held during each calendar year for a maximum of 15 days each.

(F) Grand opening signs. Grand opening signs shall be permitted in the business zones (B-1, B-2, B-3), office zone (B-4) and industrial zone (I) for a one-time grand opening event for a new business or for a business new to a particular site in the village. All such signs shall be considered temporary, shall be permitted for a maximum of one, one-week period, and shall not count toward the time conditions placed on other temporary signs.

(1) Permitted signs. Grand opening signs may include temporary ground signs, banners, pennants, streamers, balloons, inflatable shapes and vehicle signs, subject to the restrictions as contained in this section. All other types of signs listed in §6-11-10 shall not be permitted.

(2) Placement. Grand opening signs must be located in accordance with the sign placement requirements contained in §6-11-11. Every grand opening sign must be securely attached to a building, posts or other stable means of support.

(3) Temporary signs and banners. One temporary ground sign or banner may be installed per street frontage, not to exceed 32 square feet in area. In addition to the temporary banner permitted under this section, no more than one other temporary banner per frontage may be displayed at any one time as permitted by §6-11-8(C). Banners must be securely affixed to a building posts or other stable means of support, shall be maintained in good condition, and shall not be permitted to hang loosely.

(4) Pennants, streamers and balloons. Pennants and balloons may contain a message if so desired. Pennants, streamers and balloons must be made of durable material, and must be attached to a suitable cord or cable and securely fastened to buildings, poles and/or other stable means of support on private property.

(5) Inflatable shapes. One inflatable figure or large balloon shall be permitted per event, shall not exceed 25 feet in height as determined in accordance with §6-11-7, and shall be securely anchored. Inflatables may contain a message if so desired.

(6) Vehicle signs. Pennants, streamers and balloons may be attached to vehicles during the grand opening event. Such signs must be securely anchored to the vehicles. Vehicles bearing such signs, and vehicles bearing permanently affixed signs, must be located in accordance with the sign placement requirements contained in §6-11-11.

(7) Additional grand opening signage. Signage that is not otherwise permitted by this article, but determined to be similar to signage otherwise permitted herein, may be approved by the Community Development Director.

(G) Business event signs. Business event signs shall be permitted in the business zones (B-1, B-2, B-3), office zone (B-4) and industrial zone (I). All such signs shall be considered temporary, shall be permitted for a maximum of two, 15-day periods per year, and shall not count toward the time conditions placed on other temporary signs.

(1) Permitted signs. Business event signs may include temporary ground signs, banners, pennants, streamers, balloons, and vehicle signs, subject to the restrictions as contained in this section. All other types of signs listed in §6-11-10 shall not be permitted.

(2) Placement. Business event signs must be located in accordance with the sign placement requirements contained in §6-11-11. Every Business event sign must be securely attached to a building, posts or other stable means of support.

(3) Temporary signs and banners. One temporary ground sign or banner may be installed per street frontage, not to exceed 32 square feet in area. In addition to the temporary banner permitted under this section, no more than one other temporary banner per frontage may be displayed at any one time as permitted by §6-11-8(C). Banners must be securely affixed to either a building, posts or other stable means of support, shall be maintained in good condition, and shall not be permitted to hang loosely.

(4) Pennants, streamers and balloons. Such signage may contain a message if so desired. Pennants, streamers and/or balloons must be made of durable material, and must be attached to suitable cord or cable and securely fastened to buildings and/or poles on private property.

(5) Vehicle signs. Pennants, streamers and balloons may be attached to vehicles during the event. Such signs must be securely anchored to the vehicles. Vehicles bearing such signs, and vehicles bearing permanently affixed signs, must be located in accordance with the sign placement requirements contained in §6-11-11.

SECTION 8: That Chapter 6, Article 11, Section 10, Subsection A of the Carol Stream

Code of Ordinances is hereby amended as follows:

**§ 6-11-10 PROHIBITED SIGNS.**

(A) ~~The~~ Unless otherwise provided for in this article, the following signs are expressly prohibited ~~except when permitted as part of a grand opening event:~~

~~(8) Awnings and canopy signs, except as specifically permitted in the applicable zones.~~

~~(9) Changeable copy message boards, except in accordance with § 6-11-12(B) and as specifically permitted in the applicable zoning districts.~~

(40 8) Free standing panels used to advertise products, prices and services.

(44 9) Triangular, cube, or "V" shaped signs.

(42 10) Vehicle signs, temporary: no signs, banners, pennants, streamers, or other removable, attention attracting devices shall be mounted on vehicles, except for vehicles utilized in parades for which village permits have been issued or as provided in §6-11-9.

(43 11) Vehicle signs, permanent: no vehicles bearing permanently affixed signs shall be parked on public right-of-way, public property, or private property where the apparent purpose is to advertise a product or service or to direct attention to a business or activity located on the same or another property and not being used for the purposes of transporting persons or materials. All vehicles displaying permanently affixed signs shall be currently licensed, operable, parked on the property of the business owning or leasing the vehicle, and in the parking area furthest from any street right-of-way, so as to minimize the effects of additional signage on the property, except for vehicles actively in transport, or in the specific act of receiving or delivering merchandise or rendering a service.

SECTION 9: That Chapter 6, Article 11, Section 11, Subsection (C) of the Carol Stream Code of Ordinances is hereby amended as follows:

**§ 6-11-11 PLACEMENT OF SIGNS ON LOTS.**

(C) *Sight obstruction. Triangle.* ~~On corner lots within that part of a yard, or other open area located with a triangular area of 25 feet from the point of intersection of the two street rights of way lines along those rights of way forming a corner lot, no signs of any type shall be erected, altered, or relocated which have a height of more than 30 inches above the crown of the road. No sign~~

of any type shall be located within the 25-foot sight triangle of a corner lot, unless the height of the sign is no more than 30 inches above the crown of the adjacent road. In addition, no sign shall be placed at any location on any lot in such a manner as to obstruct the view of traffic.

SECTION 10: That Chapter 6, Article 11, Section 12, Subsection (B) of the Carol Stream Code of Ordinances is hereby amended as follows:

**§ 6-11-12 ILLUMINATION OF SIGNS, CHANGEABLE COPY, AND NEON LIGHTING.**

~~(B) *Changeable copy.* Changeable copy is allowed on permanent signs, provided that one third of the sign area is permanent, containing only the name and/or logo of the occupant; the permanent portion is the upper portion of the sign or, on a ground sign, the street side of the sign if split vertically; and that the changeable copy is either electronically controlled or protected from unauthorized changes with a protective covering or other means of securing the sign. Changeable copy is allowed on window signs, provided that the changeable copy is either electronically controlled or protected from unauthorized changes and that it does not exceed the overall window coverage requirements as set forth in the regulations for the zone in which the sign is located. All changeable copy signs shall not be programmed to flash, blink, or pulsate or to display messages that may be likely to distract motor vehicle traffic. Electronic copy cannot be changed more than once every three seconds.~~

(B) *Changeable copy.* Changeable copy is allowed on permanent signs in accordance with the following:

(1) One-third of the sign area must be permanent copy, containing only the name and/or logo of the occupant. The permanent portion of a changeable copy sign shall be the upper portion of the sign, except that the permanent portion of a ground sign must be the street side of the sign if the sign is split vertically. If the changeable copy sign is a wall sign and is one of multiple signs on the same façade, then a permanent portion shall not be required if the name and/or logo of the occupant is provided on another wall sign on the same façade.

(2) The changeable copy must be electronically controlled or protected from unauthorized changes with a protective covering or other means of securing the sign.

(3) Changeable copy is allowed on wall signs, provided that the sign does not exceed the overall wall coverage requirements as set forth in the regulations for the zone in which the sign is located.

(4) Changeable copy is allowed on window signs, provided that the sign does not exceed the overall window coverage requirements as set forth in the regulations for the zone in which the sign is located.

(5) Changeable copy signs shall not be programmed to flash, blink, or pulsate or to display messages that, in the judgment of the Community Development Director, may be likely to distract motor vehicle traffic. Electronic copy cannot be changed more than once every three seconds.

SECTION 11: That Chapter 6, Article 11, Section 15 of the Carol Stream Code of Ordinances is hereby amended as follows:

### **§ 6-11-15 SIGNS PERMITTED IN ALL DISTRICTS.**

Signs listed in this Section are permitted in all zones and shall conform with the requirements as stated below. Such signs shall also conform with the general regulations, for example height, area, setback, clearance, and the like, for signs enumerated in the remainder of the article.

(A) *Signs requiring a permit.* The following signs shall be permitted in all zoning districts, and shall require a sign permit.

(1) *Banners.* One temporary banner per street frontage per event, not to exceed 32 square feet in area and securely affixed to a building. Such signs shall be considered temporary. See §6-11-8(C).

(2) *Residential marketing signs, off-site.* Shall be allowed at not more than four off-site locations within the village to call attention and give directions to the development. The corporate authorities find that temporary, residential marketing signs are the sole type of commercial sign to be permitted to be located off-site. In making this determination, the corporate authorities have considered, among other factors, the following:

(d) Each such sign shall not exceed 32 square feet in area and shall not have a total height of more than ten feet. Such signs must have at least one-quarter mile separation from each other, and no such sign shall be closer to an existing residence than 100 feet. Location and construction shall be approved by the Plan Commission. Such signs shall be considered temporary. See §6-11-8(C).

(3) *Placement of signs during road repairs.* Whenever the repair of a road should make the location of ingress or egress to structures confusing to vehicular or pedestrian traffic, and it would be desirable to permit temporary signs to be placed to assist the public in gaining access to public or private property, the Community Development Director may issue permits for temporary signs which enhance the ability of the public to utilize the roadway system within the village, enhance safety and diminish the adverse economic impact of the necessary roadway work for adjacent property owners. Temporary signs may be permitted with a maximum size of 32 square feet and a maximum height of eight feet. The application shall specify the specific location at which the sign or signs will be placed, and the number of signs desired. The Community Development Director, in determining whether a permit shall be issued, shall consider, among other matters, the level of confusion caused by the roadwork, the number of persons likely to need information or direction at the location, the terrain and the aesthetic effect of the type and number of signs requested. Applicants desiring permission to install a larger sign shall use the ~~variance~~ variation provisions in § 6-11-22. The permit granting the sign shall contain a termination date and it shall be a violation of this article for such signs to be retained beyond the date of termination. Extensions in the termination date may be granted in the same manner as the permits are issued. Signs shall be exempt from the required schedule of fees.

(B) *Signs not requiring a permit.* The following signs shall be permitted in all districts, and shall not require a sign permit.

(1) *Name and address plates.* Such signs shall give only the name and/or address of the occupant of the building, ~~shall not be larger than one square foot in area~~, and must be wall-mounted. For one- and two-family residential dwellings, such signs shall not be more than one-and-one-half square feet in area. For residential buildings containing more than two dwelling units, and non-residential buildings, such signs shall not be more than three square feet in area.

(3) *No trespassing or beware of dog signs.* For these signs or other such signs regulating the use of a property, the allowable sign area shall be not more than six square feet in sign area in business, office or industrial zones, and not more than two square feet ~~in area~~ in residential zones.

(5) *Flags, pennants, or insignias.* Include signs of any government, or of any religious, charitable, or fraternal organization. ~~Such, so long as such~~ flag, pennant or insignia ~~is at least three by five~~ shall be no larger than four feet by six feet in size. Limited to a maximum of four flags, pennants, or insignias per lot. All flags, pennants, or insignias on a lot shall represent different entities. Any flag pole shall be constructed in accordance with current village building code.

~~(7) Temporary signs advertising auctions, special events of governmental agencies or not for profit organizations, or other non-commercial~~

~~signs. A maximum of one such sign may be installed per street frontage, not larger than 32 square feet in area, and not more than six feet in height if a ground-mounted sign. Such signs may remain for 30 days and must be removed upon the close of the event. A governmental agency or not for profit organization may install four such temporary signs per calendar year. Any ground mounted temporary sign, including banners affixed to posts, shall comply with the sign placement requirements contained in § 6-11-11. The following regulations shall also apply to banners affixed to posts:~~

~~(a) — Prior to any digging or the installation of any posts, the property owner shall contact JULIE (Joint Utility Locating Information for Excavators) and have the location of buried utilities marked on the property.~~

~~(b) — Posts shall be installed to a depth at least 30 inches into the ground and shall remain perpendicular to the ground for the duration of the banner display event. Posts or above ground supports shall be removed at the time that the temporary sign is removed.~~

~~(c) — Temporary signs shall be maintained in good condition and shall remain securely affixed to the posts or above ground supports for the duration of the temporary sign display event.~~

~~(d) — Banners affixed to posts shall not be permitted to hang loosely and shall maintain 18 inches of clearance above the ground.~~

~~(8 7) *Political campaign signs.* May be located on private property or within the public right-of-way in accordance with § 6-11-11.~~

~~(9 8) *Seasonal decorations.* Decorations shall be displayed for not more than 45 days.~~

~~(10 9) *Signs regulating on-premises traffic and parking.* Signs regulating on-premise traffic and parking, and signs denoting sections of a building such as lavatory facilities, drive-up windows, public telephone areas, employee entrances and the like, with no more than a maximum area of six square feet, in area and bearing no commercial advertising, allowing more than two feet of clearance between sign bottom and grade, with a maximum height of six feet if a ground sign, and located in such a manner so as not to obstruct the view of traffic. Located below the eave line if a wall sign. Such signage may be placed on canopies or awnings to facilitate the movement of traffic and when such signage includes no commercial advertising, and is limited to one, six square foot sign per canopy or awning. Wall signs, canopy signs and awning signs with an area in excess of six square feet shall require a permit, and must comply with the wall coverage requirements as set forth in the regulations for the zone in which the sign is located. Commercial advertising shall be allowed on directional signs~~



when limited to single use buildings and such signs adjacent to a dedicated right-of-way.

~~(11 10)~~ *Window signs.* Such signs shall not cover more than 50% of the total window area as defined herein. In business, office, and industrial zones, neon tubing may be used as window signage provided such signage shall not constitute more than one-half of the allowed window coverage. A neon border of not more than one inch in width may be permitted around the perimeter of each window and shall be included in the neon area calculations. Neon signage area calculations shall be as follows:

~~(12 11)~~ *Door lettering.* Such signs shall not cover more than 25% of the total door area. Limited to name of business, address, hours of operation, and any directional information.

SECTION 12: That Chapter 6, Article 11, Section 16 of the Carol Stream Code of Ordinances is hereby amended as follows:

**§ 6-11-16 SIGNS IN THE RESIDENTIAL ZONES (R-1, R-2, R-3, R-4).**

The following signs shall be permitted in the general residence zones. All other signs shall be prohibited.

(C) *Temporary residential marketing signs at major entrances to planned unit developments or residential subdivisions.* Not to exceed 64 square feet in area or ten feet in height, containing the name of the overall development and the names of builders or units therein. Such signs shall be considered temporary. ~~Number and location of these signs shall be approved by the Plan Commission. In determining the number and location of such signs, the Plan Commission shall consider the following factors:~~

- ~~(1) The location of the development.~~
- ~~(2) The size of the development.~~
- ~~(3) The visibility which the sign will achieve at the particular entrances at which signage is sought.~~
- ~~(4) The proximity of existing residences.~~
- ~~(5) The size of the proposed signage both with regard to individual signs and with total signage requested. Such signs shall be considered temporary.~~

~~(D) — Temporary on site regional promotion signs for residential subdivisions. These signs shall be considered temporary and are permitted as follows:~~

~~(1) Shall be a maximum of 32 square feet in area and ten feet in height.~~

~~(2) A maximum of two per development shall be permitted.~~

~~(3) A maximum of four permits may be issued during each calendar year for a maximum of 30 days each.~~

~~(4) Shall be located only at entrances to the subdivision and shall be restricted by conditions found within the planned unit development and/or annexation agreement for such subdivision.~~

~~(E) — Temporary residential model signs. One per model, located adjacent to such model. These signs shall be considered temporary and contain the name of the model and hours of operation. Each sign shall not exceed six square feet in area and shall not exceed four feet in height. Such signs shall not require approval by the Plan Commission.~~

~~(F D) Awning or canopy signs. Shall be considered permanent, are permitted only on multi-family or non-residential structures, and are permitted only as follows:~~

~~(1) Awning signs. These signs shall be constructed in accordance with the definition of an awning sign given in § 6-11-26, shall not project above the highest point of the building, and ~~are~~ shall only be permitted only as follows: sole wall signage of the facade upon which the awning is attached.~~

~~(c) In no case shall awning signs exceed 10% of The area of awning signs shall be included in the wall sign area calculation for the facade of the building upon which the awning is mounted, and the total wall signage area shall be limited to a maximum of 8% of the facade area.~~

~~(d) — Signage may not cover more than two sides of the awning if the awning has multiple sides (half circle awnings shall be considered as having only one side).~~

~~(2) Canopy signs. These signs shall be constructed in accordance with the definition of a canopy sign given in § 6-11-26, shall not project above the highest point of the building, and shall only be permitted as follows:~~

~~(c) The area of all canopy signage shall be included in the wall sign area calculation for the facade of the building upon which the canopy is~~

~~mounted, and the total wall signage area shall be limited to a maximum of 8% of the facade area. on a lot in addition to the area of the total wall signage on the front facade of the building shall be limited to a maximum of 10% of the front facade of the principle building on the lot. For example, if a front building facade equals 450 square feet, then the total combined area of all front wall signage plus all canopy signage shall not exceed 45 square feet.~~

~~(d) Signage may not cover more than two sides of the canopy.~~

~~(G E) Identification signs, bulletin boards and community message boards.~~ Shall be considered permanent, are permitted only ~~on~~ for non-residential uses, and are permitted only as follows:

~~(1) Identification signs and bulletin boards. Permitted for For non-residential uses, for example churches, cemeteries, golf courses and private non-profit recreational areas. Wall signage shall only be located on the principal building on the property, shall be located on facades which face a public street, and shall comply with the requirements of §6-11-18(C). , provided that such signs are limited to one~~ Ground signage shall be limited to one ground sign per street frontage, and provided that each such sign be limited to 32 square feet in area; and six feet in height if a ground sign. Bulletin boards must be used exclusively for non-commercial announcements.

~~(H F) Signs not requiring a permit.~~ The following signs are permitted in the Residential Zone, shall not require a sign permit, and shall not be counted when calculating the number of signs or square footage on a premise. However, such signs shall conform with the general regulations, for example height, area, setback, clearance, and the like, for signs enumerated in the remainder of the article.

~~(1) Name and address plates, residential. See §6-11-15(B). For buildings containing more than two dwelling units, such signs shall not be more than three square feet in area.~~

~~(2) Construction signs, residential. One per lot, not exceeding six feet in height and 16 square feet in area. Such signs shall be removed upon completion of the project.~~

~~(6) Temporary residential model signs. One per model, located adjacent to such model. These signs shall be considered temporary and contain the name of the model and hours of operation. Each sign shall not exceed six square feet in area and shall not exceed four feet in height.~~

SECTION 13: That Chapter 6, Article 11, Section 17 of the Carol Stream Code of

Ordinances is hereby amended as follows:

## § 6-11-17 SIGNS IN THE BUSINESS ZONES (B-1, B-2, B-3).

All signs are prohibited in the business zones, except for:

(E) *Wall signs.* All shall be considered permanent and are permitted as follows:

(1) All wall signs must ~~be in accordance with the definition of a wall sign as defined within this article at § 6-11-26.~~ not extend more than 12 inches from the building wall, nor extend above the facade of a flat roof, nor extend more than 20 feet above grade on a hip, gable, gambrel or any undefined roof, provided the sign is below the uppermost portion of the roof top, and below the uppermost portion of a mansard roof, but may be above the deck line.

(2) Such signs shall not be painted directly on the surface of the walls or roof of a building

(3) The total area of wall signage shall not exceed Limited to an area equal to 10% of the facade upon which the sign is or signs are to be mounted.

(4) Shopping centers or shopping plazas. The maximum allowable area of wall signage shall be 10% per front facade of each unit within such center or plaza.

(F) *Awning or canopy signs.* Shall be considered permanent and are permitted only as follows:

(1) *Awning signs.* These signs shall ~~be constructed in accordance with the definition of an awning sign given in § 6-11-26,~~ shall not project above the highest point of the building, and ~~are~~ shall only be permitted only as follows: sole wall signage of the facade upon which the awning is attached.

(c) ~~In no case shall awning signs exceed 10% of~~ The area of awning signs shall be included in the wall sign area calculation for the facade of the building upon which the awning is mounted, and the total wall signage area shall be limited to a maximum of 10% of the facade area.

(d) ~~Signage may not cover more than two sides of the awning if the awning has multiple sides (half circle awnings shall be considered as having only one side).~~

(2) *Canopy signs.* These signs shall ~~be constructed in accordance with the definition of a canopy sign given in § 6-11-26,~~ shall not project above the highest point of the building, and shall only be permitted as follows:

(c) The area of all canopy signage shall be included in the wall sign area calculation for the façade of the building upon which the canopy is mounted, and the total wall signage area shall be limited to a maximum of 10% of the facade area. on a lot in addition to the area of the total wall signage on the front facade of the building shall be limited to a maximum of 10% of the front facade of the principle building on the lot. For example, if a front building facade equals 450 square feet, then the total combined area of all front wall signage plus all canopy signage shall not exceed 45 square feet.

~~(d) — Signage may not cover more than two sides of the canopy.~~

(H) *Menu Boards.* ~~Not to exceed 25 square feet in area. Limited to only those businesses classified as restaurants having a drive thru drive-through window. Up to two such signs shall be permitted per drive-through lane, with a maximum height of ten feet, a maximum combined sign area of 80 square feet per lane, and a maximum individual sign area of 60 square feet. Wall-mounted menu boards shall not be included in the calculation of wall sign area.~~

~~(1) *Ground board.* One per building, not to exceed six feet in height.~~

~~(2) *Wall board.* One per building and must be located below eave line. Such signs shall be included in the 10% maximum wall coverage requirement for wall signs in the business zones.~~

(I) *Temporary real estate signs.* One ground sign per street frontage, each sign not exceeding ten feet in height, and where the combined. The maximum area of each sign shall be 20 square feet, except that the area of all such signs on a lot shall not exceed be permitted to increase to a maximum of ten square feet of sign area for each one acre of land area up to a maximum of 200 square feet of sign area for each sign. Such signs shall be considered temporary.

(J) *Temporary construction sign.* One per street frontage, each sign not exceeding six eight feet in height, and where the combined area of all such signs on a lot shall not exceed 20 square feet and 32 square feet in area. Such signs shall be considered temporary.

~~(K) — *Grand opening signs.* Grand opening signs for a one time grand opening event to take place within two months of the start of business at a particular site in the village.~~

~~(1) *Grand opening banners advertising a new business opening on the lot.* One temporary banner may be installed per street frontage, not to exceed 32 square feet in area. Banners must be securely affixed to either a building or posts. Banners affixed to posts shall comply with the sign placement requirements contained in § 6-11-11. The following regulations shall also apply to banners affixed to posts:~~

~~(a) — Prior to any digging or the installation of any posts, the property owner shall contact JULIE (Joint Utility Locating Information for Excavators) and have the location of buried utilities marked on the property.~~

~~(b) — Posts shall be installed to a depth of at least 30 inches into the ground and shall remain perpendicular to the ground for the duration of the banner display event.~~

~~(c) — Banners shall be maintained in good condition, shall not be permitted to hang loosely, shall maintain 18 inches of clearance above the ground, and shall remain securely affixed to the posts for the duration of the banner display event.~~

~~(d) — Posts or above ground supports shall be removed at the time that the banner is removed.~~

~~All such signs shall be considered temporary, shall be permitted for a maximum of one, four week period, and shall not count toward time conditions placed on other temporary banners. In addition to the temporary banner permitted under this section, no more than one other permitted temporary banner may be displayed at any one time.~~

~~(2) Grand opening pennants advertising a new business opening in a single tenant building and lot. As part of the grand opening event, pennants which are triangular shaped, measure no more than 18 inches from the base to the tip, made of any lightweight plastic, fabric or other material, whether or not containing a message of any kind, and suspended from a rope, wire, or string in a series shall be permitted as follows: one single strand of pennants can be securely attached between each light pole on private property. There shall be no pennants attached to a building or vehicle, and each end of a strand shall be secured.~~

~~(3) Additional grand opening signage advertising a new business opening on the lot. Signage that is not otherwise permitted by this article shall only be approved after review and approval from the Plan Commission. Review of all requests shall be based on the following considerations:~~

~~(a) — The size of the commercial building and property.~~

~~(b) — The ability of permitted signs, both permanent and temporary, to achieve exposure to traffic passing the site.~~

~~(c) — The possible negative impacts of the signage on surrounding properties and passersby.~~

~~(d) — The amount and types of signage requested for the property.~~

~~(e) For multi tenant properties, the relationship of the size of the new tenant space in relationship to the rest of the retail center.~~

~~(f) Under no circumstances shall additional grand opening signage be approved for a period greater than four weeks. In no case shall a business be permitted to display additional grand opening signage more than one time on the same lot.~~

(E K) *Now hiring or help wanted temporary banners.* One temporary banner per street frontage, not to exceed 32 square feet in area and securely affixed to a building. Such signs shall be considered temporary and shall be permitted for the same duration and frequency as other temporary banners as outlined in ~~§ 6-11-9~~ § 6-11-8(C). These banners shall not count toward time conditions placed on other temporary banners. In addition to the temporary banner permitted under this Section, no more than one other permitted temporary banner per street frontage may be displayed at any one time.

SECTION 14: That Chapter 6, Article 11, Section 18 of the Carol Stream Code of Ordinances is hereby amended as follows:

#### **§ 6-11-18 SIGNS IN THE OFFICE ZONE (B-4).**

All signs are prohibited in the office zone except for:

(C) *Wall signs.* All shall be considered permanent and are permitted as follows:

(1) ~~Signs shall be in accordance with the definition of a wall sign as defined within this article at § 6-11-26. All wall signs must not extend more than 12 inches from the building wall, nor extend above the facade of a flat roof, nor extend more than 20 feet above grade on a hip, gable, gambrel or any undefined roof, provided the sign is below the uppermost portion of the roof top, and below the uppermost portion of a mansard roof, but may be above the deck line.~~

(2) Such signs shall not be painted directly on the surface of the walls or roof of a building

(3) The total area of wall signage shall not exceed Limited to an area equal to 8% of the facade upon which the sign is or signs are to be mounted.

(E) *Awning or canopy signs.* Shall be considered permanent and are permitted only as follows:

(1) *Awning signs.* These signs shall ~~be constructed in accordance with the definition of an awning sign given in § 6-11-26,~~ shall not project above the highest point of the building, and ~~are~~ shall only be permitted only as follows: sole wall signage of the facade upon which the awning is attached.

(c) ~~In no case shall awning signs exceed 8% of~~ The area of awning signs shall be included in the wall sign area calculation for the facade of the building upon which the awning is mounted, and the total wall signage area shall be limited to a maximum of 8% of the facade area.

(d) ~~Signage may not cover more than two sides of the awning if the awning has multiple sides (half circle awnings shall be considered as having only one side).~~

(2) *Canopy signs.* These signs shall ~~be constructed in accordance with the definition of a canopy sign given in § 6-11-26,~~ shall not project above the highest point of the building, and shall only be permitted as follows:

(c) ~~The area of all canopy signage shall be included in the wall sign area calculation for the facade of the building upon which the canopy is mounted, on a lot in addition to the area of the total wall signage on the front facade of the building shall be limited to a maximum of 10% of the front facade of the principle building on the lot. For example, if a front building facade equals 450 square feet, then the total combined area of all front wall signage plus all canopy signage shall not exceed 45 square feet.~~

(d) ~~Signage may not cover more than two sides of the canopy.~~

(F) *Temporary real estate signs.* One ground sign per street frontage, each sign not exceeding ten feet in height, ~~and where the combined.~~ The maximum area of each sign shall be 20 square feet, except that the area of all such signs on a lot shall not exceed be permitted to increase to a maximum of ten square feet of sign area per face for each one acre of land area up to a maximum of 200 square feet of sign area for each sign. Such signs shall be considered temporary.

(G) *Temporary construction sign.* One per street frontage, each sign not exceeding six eight feet in height, ~~and where the combined area of all such signs on a lot shall not exceed 20 square feet and 32 square feet in area.~~ Such signs shall be considered temporary.

(H) *Now hiring or help wanted signs.* One temporary ground or wall sign per street frontage, not to exceed 12 square feet in area and six feet in height when a ground sign. Such signs shall be considered temporary and shall be



permitted for the same duration and frequency as temporary banners as outlined in ~~§ 6-11-9~~ § 6-11-8(C).

SECTION 15: That Chapter 6, Article 11, Section 19 of the Carol Stream Code of Ordinances is hereby amended as follows:

**§ 6-11-19 SIGNS IN THE INDUSTRIAL ZONE (I).**

All signs are prohibited in the industrial zones, except for:

(C) *Wall signs.* All shall be considered permanent and are permitted as follows:

(1) ~~Signs shall be in accordance with the definition of a wall sign as defined within this article at § 6-11-26.~~ All wall signs must not extend more than 12 inches from the building wall, nor extend above the facade of a flat roof, nor extend more than 20 feet above grade on a hip, gable, gambrel or any undefined roof, provided the sign is below the uppermost portion of the roof top, and below the uppermost portion of a mansard roof, but may be above the deck line.

(2) Such signs shall not be painted directly on the surface of the walls or roof of a building

(3) The total area of wall signage shall not exceed Limited to an area equal to 12% of the facade upon which the sign is or signs are to be mounted.

(E) *Awning or canopy signs.* Shall be considered permanent and are permitted only as follows:

(1) *Awning signs.* ~~These signs shall be constructed in accordance with the definition of an awning sign given in § 6-11-26, shall not project above the highest point of the building, and are shall only be permitted only as follows: sole wall signage of the facade upon which the awning is attached.~~

(c) ~~In no case shall awning signs exceed 10% of~~ The area of awning signs shall be included in the wall sign area calculation for the facade of the building upon which the awning is mounted, and the total wall signage area shall be limited to a maximum of 10% of the facade area.

(d) ~~Signage may not cover more than two sides of the awning if the awning has multiple sides (half circle awnings shall be considered as having only one side).~~

(2) *Canopy signs.* These signs shall ~~be constructed in accordance with the definition of a canopy sign given in § 6-11-26,~~ shall not project above the highest point of the building, and shall only be permitted as follows:

(c) The area of ~~all~~ canopy signage shall be included in the wall sign area calculation for the façade of the building upon which the canopy is mounted, and the total wall signage area shall be limited to a maximum of 12% of the façade area. ~~on a lot in addition to the area of the total wall signage on the front facade of the building shall be limited to a maximum of 12% of the front facade of the principle building on the lot. For example, if a front building facade equals 450 square feet, then the total combined area of all front wall signage plus all canopy signage shall not exceed 45 square feet.~~

~~(d) — Signage may not cover more than two sides of the canopy.~~

(G) *Temporary real estate signs.* One ground sign per street frontage, each sign not exceeding ten feet in height, ~~and where the combined.~~ The maximum area of each sign shall be 20 square feet, except that the area of all such signs on a lot shall not exceed 20 square feet of sign area for the first one acre of land area and an additional be permitted to increase to a maximum of ten square feet of signage for each additional one acre of land area up to a maximum of 200 square feet of sign area for each sign. The maximum size of such signs shall be 200 square feet of sign area. Such signs shall be considered temporary.

(H) *Temporary construction sign.* One per street frontage, each sign not exceeding six eight feet in height, ~~and where the combined area of all such signs on a lot shall not exceed 20 square feet and 32 square feet in area.~~ Such signs shall be considered temporary.

(I) *Now hiring or help wanted signs.* One temporary ground or wall sign per street frontage, not to exceed 12 square feet in area and six feet in height when a ground sign. Such signs shall be considered temporary and shall be permitted for the same duration and frequency as temporary banners as outlined in ~~§ 6-11-9~~ § 6-11-8(C).

SECTION 16: That Chapter 6, Article 11, Section 20 of the Carol Stream Code of Ordinances is hereby amended as follows:

## **§ 6-11-20 NONCONFORMING SIGNS.**

(B) Any nonconforming sign rendered nonconforming by the provisions of this code or any subsequent amendment to the sign code may be continued in use for a period of six months after the effective date of that amendment, provided there is no physical change other than necessary maintenance and repair, except as otherwise permitted herein. Any

nonconforming sign which has not been removed or rendered conforming on or before the date of its required abatement shall be deemed a nuisance and may be abated as provided by law or ordinance. Provided, however, that any such nonconforming sign, the value of which is less than \$500, may be continued in use for a period of only six months after the effective date of this amendment. Provided further, that any owner of property containing a sign which was granted a variancee variation under prior versions of the sign regulations of the village, ~~including but not limited to Harpo's Restaurant, The Hamlet Restaurant and Cotton Kean Ford,~~ may only display signs upon their premises as shall be in accordance with the terms of the variancee variation granted. In the event that the terms of the variancee variation previously granted is not complied with, such signs which were nonconforming uses pursuant to this comprehensive amendment shall be discontinued immediately; the corporate authorities have found that the expiration of the previously granted abatement period has expired.

SECTION 17: That Chapter 6, Article 11, Section 21 of the Carol Stream Code of Ordinances is hereby amended as follows:

**§ 6-11-21 ~~VARIANCES~~ VARIATIONS.**

(A) (1) ~~Variancees~~ Variations to this sign code may be granted by the Zoning Board of Appeals after a public hearing and subject to the right of the Village Board to reverse such a decision as hereinafter provided. The Zoning Board of Appeals shall consider a request for a variation at a regular or special meeting of the board, but no published public notice of the consideration of the request for a variancee variation need be made. The Zoning Board of Appeals shall report its decision regarding the granting or refusing of the variancee variation, in writing, to the Village Board.

(2) If the Village Board takes no action regarding the decision of the Zoning Board of Appeals within 21 days after the receipt of the written decision of the board or the date of the first Village Board meeting which occurs after receipt of the decision of the Zoning Board, whichever event should occur later, the decision of the Zoning Board of Appeals shall become final. The Village Board may, however, approve or reverse the decision of the Zoning Board of Appeals at any time within 21 days after the receipt of the decision of the Zoning Board. In the instances in which the Village Board acts on the matter of variancees variations of the sign code, its decision shall be final.

(B) The Zoning Board of Appeals or the Village Board may require from the applicants such sketches, drawings or photographs as shall be necessary to indicate the present condition of the property or sign and the condition of the property or sign after the variancee variation is granted. The Zoning Board of Appeals or the Village Board may impose reasonable restrictions or conditions which the applicant shall be required to observe if the variancee variation is granted. In considering the application for variancee variation, the Zoning Board of Appeals and the Village Board shall consider any unique physical property of

the land involved, the available locations for adequate signing on the property, the effect of the proposed sign on pedestrian and motor traffic, the cost to the applicant of complying with the sign code as opposed to the detriment, if any, to the public from the granting of the ~~variance~~ variation and the general intent of the sign code.

SECTION 18: That Chapter 6, Article 11, Section 26 of the Carol Stream Sign Code is hereby amended as follows:

**§ 6-11-26 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) *General Definitions.*

**SIGHT TRIANGLE.** A triangular area located at the point of intersection of the two street rights-of-way lines along those rights-of-way forming a corner lot. The length of each side of the sight triangle along the rights-of-way lines is 25 feet.

(B) *Types of signs defined.*

~~**AWNING SIGN.** A sign on an awning that does not extend beyond any edge of the awning and is made of either the material with which the awning is covered, other waterproof materials affixed flush to the face of the~~ A business or identification sign attached directly to an awning, or weather resistant paint directly affixed to the awning material.

**BANNERS.** A temporary sign made of cloth or similar material used for a specific time period to advertise a short-term special or sale.

**BULLETIN BOARD.** A sign upon which messages or notices may be posted.

~~**CANOPY SIGN.** A sign on a canopy that does not extend beyond any edge of the canopy and is made of either the material with which the canopy is covered, other waterproof materials affixed flush to the face of the~~ A business or identification sign attached directly to a canopy, or weather resistant paint directly affixed to the canopy material.

**COMMUNITY MESSAGE BOARD.** A sign upon which messages or notices of interest to the community may be posted.

**GROUND SIGN.** A permanent sign which is supported by a structure ~~uprights or braces~~ securely anchored in the ground, ~~with no more than two feet of clear space between the bottom of the face of the sign and the grade beneath the sign face.~~

**PERMANENT SIGN.** Any sign which is not a temporary sign, ~~and which is designed to be in compliance with Articles 11, 12, 14, and 15 of the BOCA National Building Code/1987.~~

**WALL SIGN.** A business or identification sign attached directly to a building wall ~~which does not extend more than 12 inches therefrom, nor extend above the facade of a flat roof, nor extend more than 20 feet above grade on a hip, gable, gambrel or any undefined roof, provided it is below the uppermost portion of the roof top, and below the uppermost portion of a mansard roof, but may be above the deck line. Such sign shall not be painted directly on the surface of the walls or roof of a building.~~

SECTION 19: That Chapter 6, Article 13, Section 4 of the Carol Stream Code of Ordinances is hereby amended as follows:

**§ 6-13-4 BUILDING PERMIT AND INSPECTION FEES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MULTIPLE-FAMILY RESIDENTIAL CONSTRUCTION.**

(B) *Other commercial industrial, institutional and multiple-family residential.* All plan review, clerical and inspection fees are included in the fees as listed in this section, below. The development services fee shall be as prescribed in §6-13-4(B)(2). All fees for other commercial industrial, institutional and multiple-family residential construction shall be due and payable at the time an application for permit is submitted.

- (1) *Plan review, clerical and inspection fees.*

<u>Sign, temporary, grand opening</u>	<u>\$40 plus \$10</u> <u>per type of</u> <u>sign used</u>
<u>Sign, temporary, business event</u>	<u>\$40 plus \$10</u> <u>per type of</u> <u>sign used</u>

SECTION 20: This Ordinance amending the Sign Code of the Village of Carol Stream shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED this 18<sup>th</sup> day of April, 2011

AYES:

NAYS:

ABSENT:

APPROVED this 18<sup>th</sup> day of April, 2011.

---

Mayor

ATTEST:

---

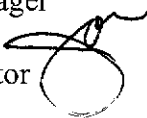
Village Clerk

# AGENDA ITEM

## *Village of Carol Stream* <sup>H-5 4-18-11</sup> Interdepartmental Memorandum

**DATE:** April 14, 2011

**TO:** Joe Breinig, Village Manager

**FROM:** Jon Batek, Finance Director 

**SUBJECT:** Ordinance Reserving 2011 Volume Cap

The Village, as a home rule unit of government, is permitted to issue private activity bonds (PABs) pursuant to federal and state regulations. PABs are an economic development tool which can be used to assist in securing tax exempt bond financing for the benefit of private entities for "qualified" projects under IRS guidelines. Federal regulations require municipalities to act as a conduit for the issuance of tax-exempt PABs. Under this arrangement, the Village merely lends its name to the issue for the purpose of obtaining tax exempt status, and is not obligated in any way for the repayment of principal and interest on the bonds.

Each January, the Village receives an allocation of "volume cap" or PAB bonding authority, which is determined by the Governor's Office of Management and Budget based on a dollar amount per capita. For 2011, Carol Stream received volume cap in the amount of \$3,803,895 at \$95 per capita for 40,041 residents.

On or before May 1<sup>st</sup> each year, municipalities may either issue PABs in support of a defined project, cede their volume cap to another issuing agency or their representative, reserve it for possible future use, or do nothing, at which point the cap automatically reverts back to the State for their subsequent disposition.

Over the years, Carol Stream has either used or transferred its volume cap or lapsed it to the State. Although we do not have a specific local project identified which can benefit from our 2011 allocation, staff is proposing we reserve our cap for possible future use. The attached ordinance will achieve that result. This action merely reserves our 2011 volume cap and does not obligate the Village Board beyond that.

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

**AN ORDINANCE RESERVING VOLUME CAP IN CONNECTION WITH  
PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS**

WHEREAS, the Village of Carol Stream, Du Page County, Illinois (the "Village"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the Village has been allocated private activity bonding authority ("volume cap") equal to \$95.00 per resident of the Village for calendar year 2011, or \$3,803,895, which may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 1998*, 345/1 *et seq.*, as supplemented and amended (the "Act"), provides that a home rule unit of government may reserve its allocation of volume cap or transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Village to reserve all of its volume cap allocation for calendar year 2011 to be applied toward the issuance of private activity bonds (the "Bonds"), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance.

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

SECTION 1: Pursuant to Section 146 of the Code and the Act, the entire volume cap of \$3,803,895 for the calendar year 2011 is hereby reserved by the Village, which shall use or transfer such volume cap in such manner as shall be directed by the Village without any further action required on the part of the Village Board and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap for such purpose; provided, that any such transfer shall be evidenced by a written instrument executed by the Mayor or any other proper officer or employee of the Village.

SECTION 2: The Village shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3: The Mayor, the Village Clerk and all other proper officers, officials, agents and employees of the Village are hereby authorized, empowered and directed to perform all such acts and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.



SECTION 4: The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5: All ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

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

PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

# AGENDA ITEM

I-1 4-18-11

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT BY AND BETWEEN  
THE VILLAGE OF CAROL STREAM AND THE  
WAYNE TOWNSHIP ROAD DISTRICT**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 18<sup>TH</sup> DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

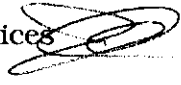
\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: April 15, 2011

RE: Fair Oaks Road Local Area Pavement Preservation (LAPP) Project – Intergovernmental Agreement (IGA)

The pavement condition of Fair Oaks Road has significantly deteriorated to the point where it must be rehabilitated. The proposed project involves resurfacing of the pavement from Plum Grove Court to North Avenue along with new gravel shoulders. The existing road side ditches will remain in place. The project does not include curb and gutter, sidewalks, storm sewers, streetlights or regrading of ditches.

The Village applied for and received \$612,000, with a maximum of \$743,000, in LAPP construction funds through the Surface Transportation Program (STP). The Wayne Township Road District (WTRD) supported Village efforts in obtaining the funding. The total project cost is estimated at \$971,000 with construction accounting for \$874,000 and planning, design and construction management costs accounting for \$97,000.

The Village and WTRD will be responsible for the \$262,000 ( $\$874,000 - \$612,000 = \$262,000$ ) in remaining construction costs and all of the \$97,000 for planning, design and construction management. The responsibility for these costs were prorated based on each agency's percent of the total 8,860 foot length. The Village's share is 53% or an estimated \$190,270 whereas the WTRD's share is 47% or an estimated \$168,730. Future maintenance responsibility for the roadway will continue as it presently exists.

The attached IGA has been reviewed by Engineering Staff and the Village Attorney and found acceptable. The WTRD has approved the IGA. Therefore, Engineering recommends the approval of the intergovernmental agreement between the Village and Wayne Township Road District as submitted for the Fair Oaks Road LAPP Project.

Cc: William N. Cleveland, Assistant Village Engineer  
Phil Modaff, Director of Public Works

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF CAROL STREAM  
AND THE WAYNE TOWNSHIP ROAD DISTRICT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Village of Carol Stream, Illinois (hereafter "Village") and the Wayne Township Road District of DuPage County (hereafter "Road District").

WHEREAS, the Village and the Road District have expressed an interest and desire to plan, design and construct the Fair Oaks Road LAPP Project, as delineated on Exhibit A attached hereto and as described in the Scope of Work & Project Description attached hereto as Exhibit B (hereinafter "the Project"); and,

WHEREAS, the Village and the Road District will directly benefit from the Project; and,

WHEREAS, portions of Fair Oaks Road are under the jurisdiction of the Road District and other portions Fair Oaks Road are under the jurisdiction of the Village; and,

WHEREAS, the Village through its Village Engineer and the Road District through its Highway Commissioner have engaged in discussions regarding the completion of the Project; and,

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, as well as the Illinois Revised Statutes, 5 ILCS 220/1 *et seq.*, authorize the parties hereto to enter into an intergovernmental agreement; and,

WHEREAS, the Village and the Road District entered into an Intergovernmental Agreement on November 18, 2002 (Resolution No. 1977) and on April 18, 2005 (Resolution No. 2129) and agreed to mutually share in the costs to design and construct the Project; and,

WHEREAS the Village and the Road District intend to cooperate on further improvements on additional portions of Fair Oaks Road between Plum Grove Court and North

Avenue at such time that road improvements are possible through additional intergovernmental cooperation between the Village and the Wayne Township Road District, and upon additional engineering, and property acquisition; and,

WHEREAS, the Village and the Road District agree to share in the cost of the Project and each shall be entitled to equal authority in determination of final recommendations regarding implementation of the Project.

NOW, THEREFORE, In consideration of the mutual covenants contained in this Agreement, the Village and the Road District agree as follows:

1. The total project cost is estimated at \$971,000 and the Village has obtained \$612,000, with a maximum of \$734,000, in Surface Transportation Program (STP) funds from the Federal Highway Administration to be used for the construction of the Project.
2. The construction cost is estimated at \$874,000 with a local share of \$262,000 to be contributed by the Village and the Road District consistent with the allocations set forth in Paragraph 7.
3. The planning, design and construction management costs are estimated at \$97,000 with the Village and Road District responsible for one hundred percent (100%) of the costs consistent with the allocations set forth in Paragraph 7. The Preliminary Estimate of Project Costs is attached hereto as Exhibit C.
4. The Village shall be the lead agency for the Project and shall be responsible for the following:
  - a. Coordinating the preparation of the planning and design engineering work which includes the plans, specifications and contract documents (the Construction Documents);

- b. Coordinating the construction, management, and inspection for the Project ;
- c. Submitting all necessary STP grant documents; and
- d. coordinating the payments due for the design engineering and construction management to the Illinois Department of Transportation for the local share.

5. The Road District shall review and comment, in writing, on the Construction Documents within fifteen (15) days of their receipt.

6. The Village and Road District agree to cooperate in good faith and in a timely manner to finalize the Construction Documents to each other's reasonable satisfaction, approve all contracts, review all requests for payment and complete all grant documents.

7. The local share of the costs of the project shall be shared by the Village and the Road District and allocated between them as follows:

- a. The Village shall contribute fifty three percent (53%) of the local share for construction costs, an estimated \$138,860.
- b. The Road District shall contribute forty seven percent (47%) of the local share for construction costs, an estimated \$123,140.
- c. The Village shall contribute fifty three percent (53%) of the local share for planning, design and construction management, an estimated \$51,410.
- d. The Road District shall contribute forty seven percent (47%) of the local share for planning, design and construction management, an estimated \$45,590.

8. The Village represents and warrants that it has acquired the necessary right of way from Army Trail Road to the Fair Oaks Estates Subdivision southern limits, along the Jason Court Subdivision, and from Lies Road to the Tall Oaks Subdivision southern limits. The Road District represents and warrants that it has acquired the necessary right-of-way fronting the Riviera Hills Subdivision, from the northern limits of the Johnson's, WM. A., 1<sup>st</sup> Addition

Subdivision to Lies Road and from the southern limits of the Tall Oaks Subdivision to North Avenue, as delineated on Exhibit D attached hereto.

9. Upon completion and final acceptance of the Project and as delineated in Exhibit E attached hereto, the Village shall maintain the sections of the Project from Army Trail Road to Plum Grove Court, along the Jason Court Subdivision, and from Lies Road to the Tall Oaks Subdivision southern limits and the Road District shall maintain the section of the Project fronting Judith Court, from Riviera Court to Lies Road, and from south of the Tall Oaks Subdivision to the southern limit.

10. The Highway Commissioner, or his designated representative, and the Village Engineer, or her designated representative, shall be invited to attend all meetings with the consultant concerning the Project. The Highway Commissioner, or his designated representative, and the Village Engineer, or her designated representative, shall have joint authority with the Village to make a final recommendation to IDOT regarding the Project. The Village and Road District shall jointly select the engineer to perform design engineering and construction management services.

11. The parties agree to defend, indemnify and hold harmless the other parties and/or their officers, agents, employees or designated representatives from and against any and all claims, demands, causes of action or judgments, including, but not limited to, attorney's fees and costs, arising out of or related to any loss, damage, injury or claim, arising out of their respective performance of this Agreement.

12. To the extent permitted by law and without cost, and unless a party is self-insured or part of a risk management group, all parties hereto agree to name each and every other party as additional insured under their respective insurance policies or collective self-insurance coverage, and provide coverage for any insurable claim arising out of the performance of any

part of this Agreement. The parties shall request that the Illinois Department of Transportation require its contractors for the Project to name the Road District and the Village as an additional insureds on the contractor's insurance policy(ies), including, but not limited to, general liability and vehicle insurance, which contractor's policy(ies) shall be primary and non-contributory; and to require the contractors to provide to the Road District and the Village with proof of insurance prior to commencement of their work. The engineer selected to provide construction management services shall be required to name the Road District and the Village as additional insured on its general liability and professional liability insurance policies on a primary and non-contributory basis.

13. The Road District shall make periodic progress payments to the Village according to the percentages provided in Paragraph 7 within thirty (30) days of a written request for payment from the Village. The Village's written request for design engineering or construction management services shall include a copy of the invoice from the engineer. The invoice and payout approval from the Illinois Department of Transportation shall constitute the Village's written request for the local share. All payments shall be made to the Village in accordance with the provisions of the Prompt Payment Act, 50 ILCS 505/1 et seq.

14. In the event the cost of work performed by the consultant(s) or contractor(s) is above and beyond the approved scope of the Project or the amounts described in Paragraphs 1, 2, 3 and 7, the Village and the Road District shall pay for the costs of such additional work up to a maximum of ten percent (10%) over the original estimates provided for in Paragraph 7. Such contingency payment shall be made at the percentages identified in Paragraph 7. Any costs incurred in excess of the ten percent (10%) contingency shall require the written approval of both the Village and the Road District. In the event the Village obtains additional STP funds for the



Project, the local share for such additional funds shall be applied on the same basis as the allocations set forth in Paragraph 7.

15. The Village and the Road District shall each waive all fees and security requirements for planning, designing and permitting the construction of the Project within their jurisdiction.

16. The Village and the Road District shall use all available means to promptly review, approve and otherwise permit the Project.

17. This Agreement shall be effective when executed by the Village and the Road District.

18. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

19. Any notice or demand required or permitted hereunder shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested or personally delivered with evidence of receipt, addressed as follows:

To the Village: Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, Illinois 60188  
Attn: Village Manager

To the Road District: Wayne Township Road District  
4N230 Klein Road  
West Chicago, Illinois 60185  
Attn: Highway Commissioner

or to such address or such other parties as the parties may from time to time designate by notice as provided herein. Notices shall be deemed effectively given as of the date which is two (2) business days following the date of postmarking by the U.S. Postal Service or as of the date of delivery, if hand or personally delivered.

20. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary thereof or otherwise) other than the parties.

21. Excepting the obligations set forth in Paragraphs 8, 9, 11, 12, 18, 24 and 25, which shall survive the termination of this Agreement, this Agreement shall terminate upon the final payment of all contracts and final acceptance of the project by the Village or if STP funding is no longer available.

22. If any one provision of this agreement is held invalid for any reason, such invalidity shall not render any of the other provisions of this agreement invalid or of no effect.

23. This Agreement cannot be amended or terminated except by written instrument signed by all the parties hereto.

24. In the event any party initiates litigation to enforce this Agreement or to interpret or declare rights under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

25. The parties' rights under this Agreement are cumulative, and failure to seek any remedy shall not preclude any other remedies available to the party. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right to remedy upon a breach thereof, will constitute a waiver thereof. Any party hereto, by notice to the other party, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or

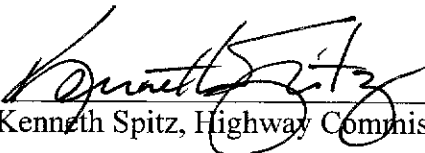
covenant of the other party hereto. No waiver will affect or alter any other covenant, agreement, term or condition of this Agreement, all of which shall continue in full force and effect.

26. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.


27. The parties agree to request the Illinois Department of Transportation to include in its contract(s) with its contractor(s) for the Project an express provision making the Road District a third-party beneficiary to the contract(s) between the Village and its contractor(s) for the Project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and in the year first above written.

WAYNE TOWNSHIP ROAD DISTRICT OF DUPAGE COUNTY, ILLINOIS

BY:  04/13/2011  
Kenneth Spitz, Highway Commissioner Date

ATTEST

BY:  4/13/2011  
April Murphy, Clerk Date

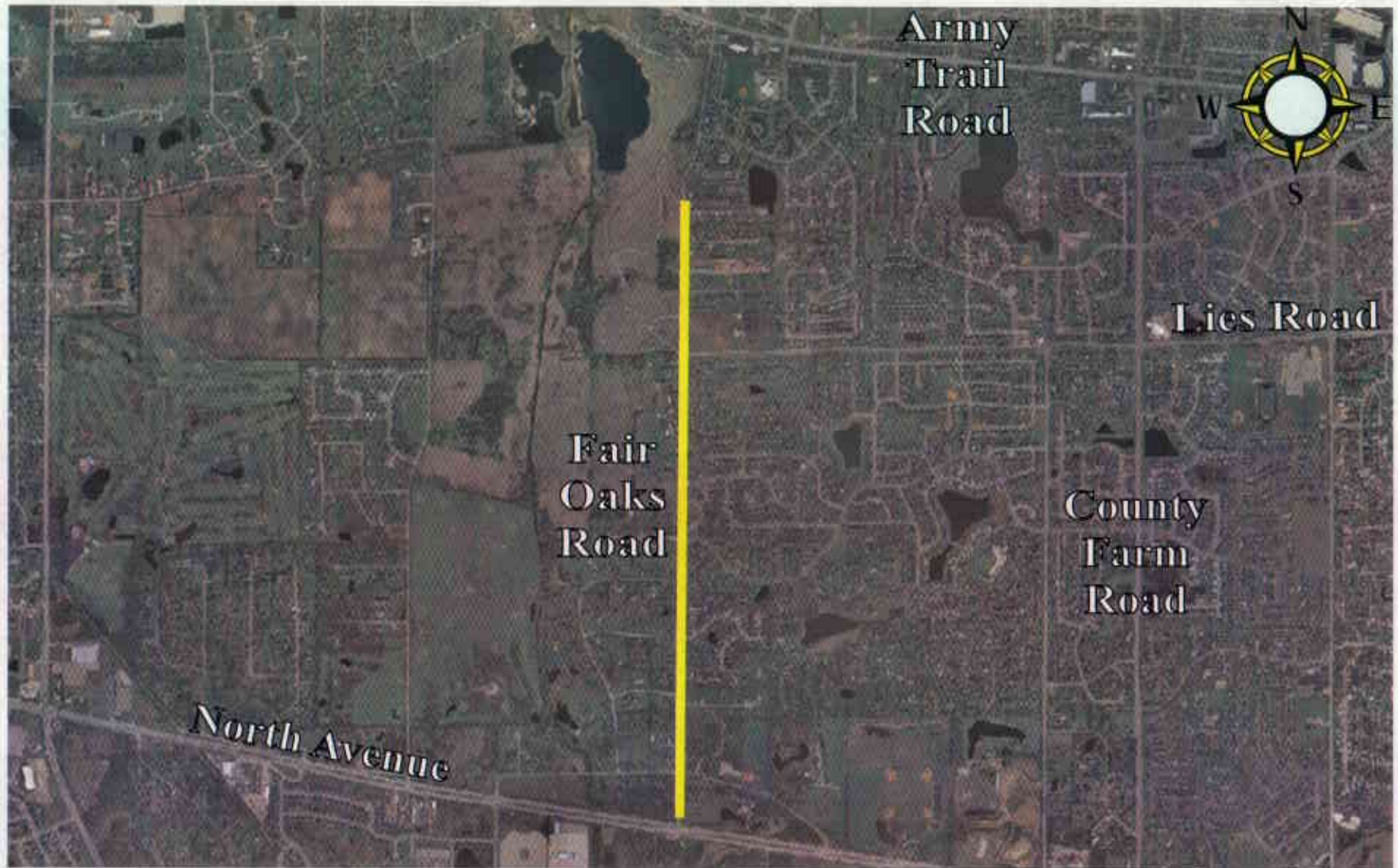
VILLAGE OF CAROL STREAM, ILLINOIS

BY: \_\_\_\_\_  
Frank Saverino, Sr., Mayor Date

ATTEST

BY: \_\_\_\_\_  
Beth Melody, Village Clerk Date

**EXHIBIT A**  
**Fair Oaks Road Rehabilitation Project – Location Map**



## **EXHIBIT B**

### **Fair Oaks Road Rehabilitation Project Scope of Work & Project Description**

The proposed project includes the grinding, patching, and resurfacing of 8,860 feet of the Fair Oaks Road pavement from North Avenue to south of Army Trail Road. The north terminus of Fair Oaks Road was reconstructed by the Village of Carol Stream from Riviera Court to Army Trail Road in 2008. The resurfacing of Fair Oaks Road will match into these improvements. The existing aggregate shoulders would be improved. Sidewalk ramps will be replaced to comply with Americans with Disabilities Act (ADA) requirements. The geometry or traffic control will not be improved or changed as part of the proposed improvements. The existing section as identified below will not be changed:

- North of St. Charles Road – 2 lanes @ 11 feet, total 22 feet
- South of St. Charles Road – 3 lanes @ 12 feet, total 36 feet

The average daily traffic (ADT) for Fair Oaks Road is 5,337 and parking is not allowed. The existing right-of-way varies from 66 feet to 80 feet and no additional right-of way is required for this project. This is a Local Area Pavement Preservation (LAPP) Project and all work will take place within the existing shoulder lines. The proposed scope is in keeping with the LAPP Program Guidelines including: milling, resurfacing, full depth patching, shoulder work, pavement marking, and associated improvements.

The project will renew the wearing surface and pavement markings of this Collector (Urban) roadway, increasing skid resistance and prolonging the life of the base pavement. The pavement surface is in poor condition and requires resurfacing to prolong the design life of the facility. The project will improve the safety and driving experience for motorist visiting the following destinations adjacent to Fair Oaks Road:

- 2 Churches – Corpus Christi and Community Fellowship
- 2 School Facilities – Benjamin Middle School & Benjamin School District  
Administrative Offices
- 1 Shopping Center – Fair Oaks Plaza
- 2 Forrest Preserves – West Branch and Timber Ridge
- 1 Trail Head – West Branch DuPage River Trail

## EXHIBIT C

### Fair Oaks Road Rehabilitation Project Preliminary Estimate of Project Cost

<b>*CONSTRUCTION</b>	<b>COST</b>
Aggregate Shoulders	\$88,600
HMA Surface Removal	67,703
PCC Sidewalk Removal & Replacement	2,100
Leveling Binder	116,788
HMA Surface Course	233,577
Strip Reflective Crack Control	26,580
Driveway Milling & Resurfacing	4,550
Pavement Patching	180,542
Sodding, Signing & Striping	37,000
Mobilization	37,872
Traffic Control & Protection	15,149
Contingency	37,872
<hr/>	
Subtotal Construction (2011\$)	\$848,333
<b>Subtotal Construction (2010\$)</b>	<b>\$874,000</b>
<b>ENGINEERING</b>	
Design	\$44,000
Construction Management	53,000
<hr/>	
<b>Subtotal Engineering</b>	<b>\$97,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$971,000</b>

\*Construction cost estimate based 2010 TranSystems Preliminary Estimate of Cost



## EXHIBIT D

### Fair Oaks Road Rehabilitation Project – Right of Way Jurisdiction Map

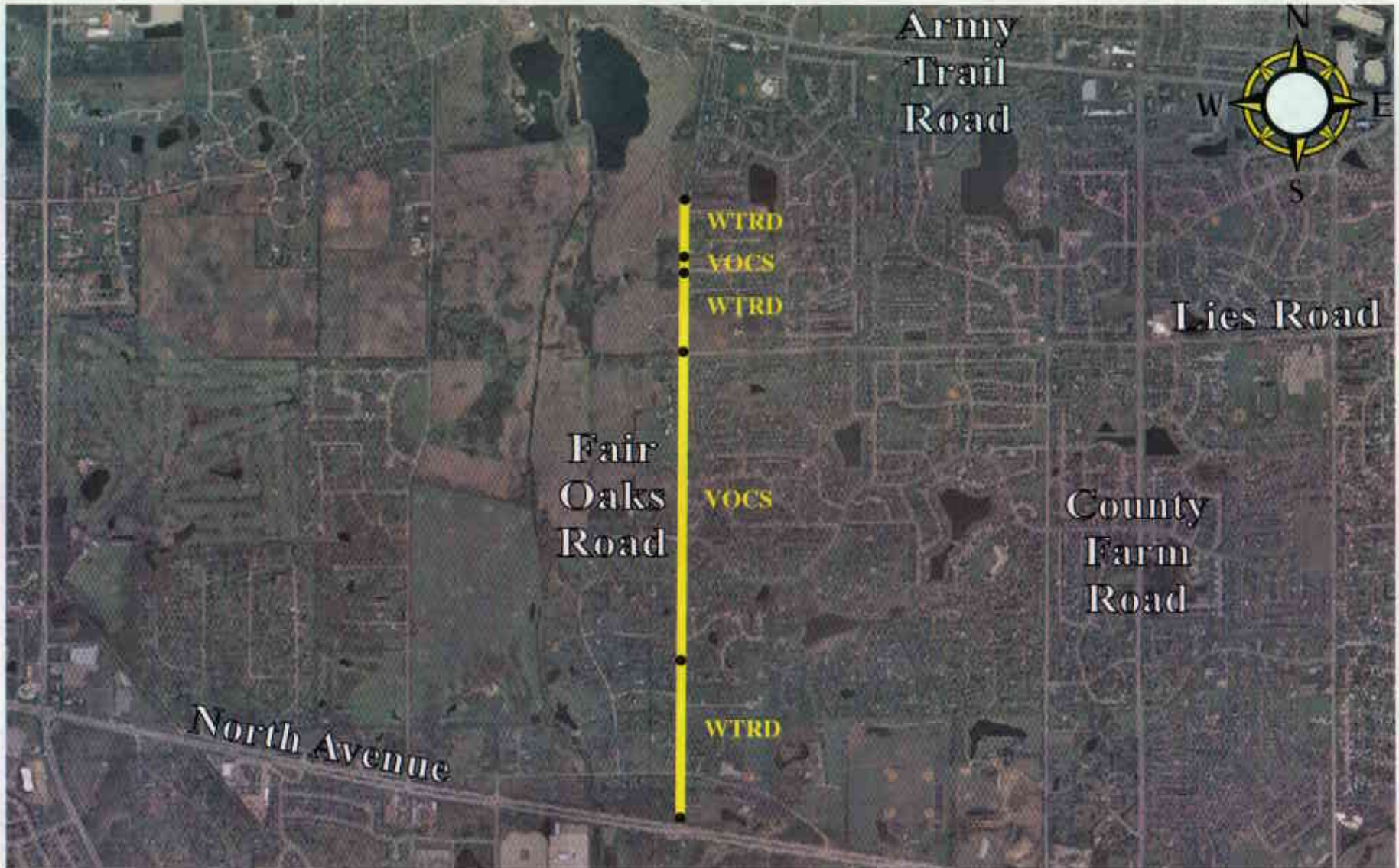


VOCS – Village of Carol Stream

WTRD – Wayne Township Road District



**EXHIBIT E**  
**Fair Oaks Road Rehabilitation Project – Maintenance Responsibility Map**



VOCS – Village of Carol Stream  
WTRD – Wayne Township Road District



K-1 4-18-11

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>AT &amp; T</b>					
SERV FRM 3/16 - 04/15	415.41	01652800	52230 TELEPHONE	630Z57651903A	
	<u>415.41</u>				
<b>ACCURATE OFFICE SUPPLY CO</b>					
TRAFFIC OFFICE SUPL.	55.84	01662600	53314 OFFICE SUPPLIES	158379	
	<u>55.84</u>				
<b>ADT SECURITY SERVICES INC</b>					
CHRG CT 3/1-5/31 ALRM	38.25	04101500	52234 DUES & SUBSCRIPTIONS	41385933	
	<u>38.25</u>				
<b>ADVANCED DESIGN SYSTEMS</b>					
TINT WINDOW METER	259.00	01662700	53317 OPERATING SUPPLIES	97670	
	<u>259.00</u>				
<b>AFTERMATH INC</b>					
CELL/ SQUAD 686 CLEAN	95.00	01660100	53326 PRISONER CARE	JC10-21	
CELL/SQUAD 675 CLEAN	190.00	01660100	53326 PRISONER CARE	JC10-26	
	<u>285.00</u>				
<b>AIR SCIENCE USA</b>					
EVIDENCE SUPPLIES	136.43	01662400	53317 OPERATING SUPPLIES	13817	
	<u>136.43</u>				
<b>AMERICAN DOOR &amp; DOCK</b>					
REPLACE PW GATE	5,700.00	01670400	52244 MAINTENANCE & REPAIR	73708	
	<u>5,700.00</u>				
<b>AMERICAN FIRST AID</b>					
EYE WASH SALLYPORT	59.95	01662700	53317 OPERATING SUPPLIES	101694	
FIRST AID SUPPL PWKS	31.42	01670100	53317 OPERATING SUPPLIES	101653	
RE-STOCK SUPPLIES	73.85	01650100	53317 OPERATING SUPPLIES	101875	
	<u>165.22</u>				
<b>AMERICAN MESSAGING</b>					
SRV FOR MAR/11	4.44	01662400	52243 PAGING	U1113407LC	
SRV FOR MAR/11	4.44	01662600	52243 PAGING	U1113407LC	
SRV FOR MAR/11	4.45	01690100	52264 EQUIPMENT RENTAL	U1113407LC	
SRV FOR MAR/11	4.45	04201600	52243 PAGING	U1113407LC	
SRV FOR MAR/11	4.69	01660100	52243 PAGING	U1113407LC	
SRV FOR MAR/11	13.33	01662500	52243 PAGING	U1113407LC	
SRV FOR MAR/11	35.81	01670100	52243 PAGING	U1113407LC	
	<u>71.61</u>				
<b>ANDY FRAIN SERVICES</b>					
CROSSING GUARD SERV'S FEB 2011	10,689.19	01662300	52105 CROSSING GUARDS	148764	20110040
CROSSING GUARD SERV'S MARCH	12,325.48	01662300	52105 CROSSING GUARDS	149506	20110040
	<u>23,014.67</u>				

**ASSOCIATED TECHNICAL SERVICES LTD**

LEAK @ WRC	631.50	04101100	52244	MAINTENANCE & REPAIR	21041	
LOCATING @WRC	531.50	04101100	52244	MAINTENANCE & REPAIR	21060	
	<u>1,163.00</u>					

**AVALON PETROLEUM COMPANY**

OCTANE GASOLINE DELIVERED 4/7	27,480.00	01696200	53356	GAS PURCHASED	546243	
	<u>27,480.00</u>					

**B & F TECHNICAL CODE**

BLDG PLN RVW 257 COMMONWEALTH-	895.50	01643700	52253	CONSULTANT	32953	20110003
PLUMBING INSPECTION SRVS MARCH	1,438.40	01643700	52253	CONSULTANT	32968	20110006
	<u>2,333.90</u>					

**BEACON SSI INC**

GAS TANK REPAIRS	307.40	01696200	52244	MAINTENANCE & REPAIR	66595	
	<u>307.40</u>					

**BEMMCO DOOR & HARDWA**

HANDCAP DR/SIGN	52.00	01680000	52219	TC MAINTENANCE	3682 & 3665A	
HANDICAP DR/SIGNAGE	990.00	01680000	52219	TC MAINTENANCE	3665 & 3682B	
	<u>1,042.00</u>					

**BRACING SYSTEMS**

EPOXY FOR GATE	98.75	01670400	53317	OPERATING SUPPLIES	163590	
GATE SUPPLIES	60.85	01670400	53317	OPERATING SUPPLIES	163590-2	
	<u>159.60</u>					

**C S FIRE PROTECTION DISTRICT**

PERMITS FOR DEC 2010 TO MAR 2011	17,417.40	01	24416	DEPOSIT-FIRE DISTRICT PERMIT	DEC/10-MAR/11	
	<u>17,417.40</u>					

**C S PARK DISTRICT**

DEV DONATION FEB & APRIL 2011	15,600.00	01	24403	DEPOSIT-PARK DIST DEV CONTR	FEB & APRIL/11	
	<u>15,600.00</u>					

**C S PUBLIC LIBRARY**

DEV DONATION FEB AND APRIL 2011	1,234.40	01	24401	DEPOSIT-LIBRARY DEVEL CONTRI	FEB & APRIL 2011	
	<u>1,234.40</u>					

**CARGILL INCORPORATED**

ROAD SALT	4,384.21	06320000	53335	SALT	3128567	20110046
ROAD SALT	7,591.40	06320000	53335	SALT	3122615	20110046
ROAD SALT	8,742.95	06320000	53335	SALT	3125506	20110046
ROAD SALT	9,129.41	06320000	53335	SALT	3127095	20110046
ROAD SALT	9,311.53	06320000	53335	SALT	3123999	20110046
	<u>39,159.50</u>					

**CARQUEST AUTO PARTS**

AIR FILTERS	31.48	01696200	53354	PARTS PURCHASED	2420-194978	
BELTS/FILTERS	181.08	01696200	53354	PARTS PURCHASED	2420-197001	
CAPSULE STANDARD	15.38	01696200	53354	PARTS PURCHASED	2420-195849	
FILTERS	47.50	01696200	53354	PARTS PURCHASED	2420-195927	
HDLAMP ADJ SCREW	4.81	01696200	53354	PARTS PURCHASED	2420-196274	
IDLER PULLEY	20.78	01696200	53354	PARTS PURCHASED	2420-195547	
OIL FIL/SPARK PLUG	19.48	01696200	53354	PARTS PURCHASED	2420-196666	
OIL FIL/SPARK PLUG	30.07	01696200	53354	PARTS PURCHASED	2420-196421	
OIL FILTR/COMBO CHAMB	96.06	01696200	53354	PARTS PURCHASED	2420-195551	
PULLEY/BELTS	95.15	01696200	53354	PARTS PURCHASED	2420-197253	
TURN ROTORS	24.00	01696200	53354	PARTS PURCHASED	2420-195052	
	<u>565.79</u>					

**CDW GOVERNMENT INC**

CD DICTATION EQUIPMENT	87.99	01641700	53350	SMALL EQUIPMENT EXPENSE	1B4FXBP
SOFTWARE MAINTENANCE	604.47	01652800	52255	SOFTWARE MAINTENANCE	1B4GJPS
	<u>692.46</u>				

**CHEM CARE INC**

PAPER PRODUCTS-PWKS	412.00	01670400	53317	OPERATING SUPPLIES	29812
	<u>412.00</u>				

**CHICAGO INTERNATIONAL TRUCK LLC**

HOSE	89.80	01696200	53354	PARTS PURCHASED	102122452
	<u>89.80</u>				

**CHICAGO PARTS AND SOUND**

ALTERNATOR ASSY	265.44	01696200	53354	PARTS PURCHASED	384390
ALTERNATOR ASSY RTN	-265.44	01696200	53354	PARTS PURCHASED	385058
	<u>0.00</u>				

**CLARK BAIRD SMITH LLP**

LABOR COUNCEL - MARCH	2,566.25	01570000	52238	LEGAL FEES	602
	<u>2,566.25</u>				

**COBAN RESEARCH & TECHNOLOGIES INC**

9 TOP CAM EDGE SYSTEMS	35,070.00	01662700	54412	OTHER EQUIPMENT	2808	20110077
NEW COBAN SYSTEM	5,332.50	01662700	54412	OTHER EQUIPMENT	00002707	20110077
NEW COBAN SYSTEM	5,332.50	01662700	54412	OTHER EQUIPMENT	00002707	20110077
	<u>45,735.00</u>					

**COLLISION CENTERS OF AMERICA**

TRUCK 17 REPAIR	1,732.24	01696200	53353	OUTSOURCING SERVICES	8966
	<u>1,732.24</u>				

**COMED**

SERV FOR 02/28 TO 03/29	235.77	06320000	52248	ELECTRICITY	0815164035	MAR/11
SERV FRM 02/24 TO 03/24	27.27	06320000	52248	ELECTRICITY	1603109101	MAR/11
SERV FRM 3/15 TO 4/12	30.18	06320000	52248	ELECTRICITY	1083101009	MAR/11
	<u>293.22</u>					

**COMMERCIAL MAINTENANCE CHEMICAL CORP**

LS DEGREASER	131.16	04101500	53332	SEWER SYSTEM SUPPLIES	45094
	<u>131.16</u>				

**COMMUNITY CONSOLIDATED SCHOOL #93**

DONATIONS FEB AND APRIL 2011	2,700.00	01	24411	DEPOSIT SCHOOL D93 CASH	FEB & APRIL 2011
	<u>2,700.00</u>				

**DAILY HERALD**

BID NOTICE	27.00	01580000	52240	PUBLIC NOTICES/INFORMATION	T4250510
PUBLIC NOTICE 11007	121.00	01530000	52240	PUBLIC NOTICES/INFOR	T4251586
PUBLIC NOTICE 11025	135.00	01530000	52240	PUBLIC NOTICES/INFOR	T4251588
	<u>283.00</u>				

**DAVID G BAKER**

VLG BOARD MTG TELECASE 4/4	105.00	01650100	52253	CONSULTANT	040411
	<u>105.00</u>				

**DELUXE TOWING**

69 LINCOLN	40.00	01664700	53317	OPERATING SUPPLIES	72365
DODGE CARAVAN	20.00	01664700	53317	OPERATING SUPPLIES	72370
SQUAD TOW 674	20.00	01662700	52212	AUTO MAINTENANCE & REPAIR	71279
TOW FEE SEIZED VEH	135.00	01662700	53317	OPERATING SUPPLIES	71999
	<u>215.00</u>				

**DIRECTIONS TRAINING CENTER**

CHERIPASKEVICZ EXCEL	280.00	01662400	52223	TRAINING	2637090
COOPER EXCEL 2010INT	280.00	01662300	52223	TRAINING	2637090
DUGO EXCEL 2010 BASIC	280.00	01662600	52223	TRAINING	2637090
KONIOR EXCEL 2010	280.00	01662600	52223	TRAINING	2637090
LAKE EXCEL 2010 INTER	280.00	01662600	52223	TRAINING	2637090
LEUZE EXCEL 2010 INT	280.00	01662600	52223	TRAINING	2637090
	<u>1,680.00</u>				

**DUPAGE CELLULAR COMM**

PHONE HOLSTER	19.99	01662400	53317	OPERATING SUPPLIES	10050958
	<u>19.99</u>				

**ELBURN POLICE DEPARTMENT**

FIRING RANGE MAY 2010-APRIL 2011	700.00	01662700	52239	RANGE	APRIL 13 2011
	<u>700.00</u>				

**ELECTRICAL CONTRACTORS INC**

GATE REPAIRS	247.50	01670400	52272	PROPERTY MAINTENANCE(NPDEE	55191
	<u>247.50</u>				

**EXELON ENERGY INC**

SERV FRM 01/19 TO 02/18	3,524.22	04201600	52248	ELECTRICITY	100559500160
SERV FRM 02/19 TO 03/22	3,251.09	04201600	52248	ELECTRICITY	100559500170
SERV FRM 02/21 TO 03/21	1,282.79	06320000	52248	ELECTRICITY	200214600090
SERV FRM 02/23 TO 03/23	2,889.45	04201600	52248	ELECTRICITY	100431200170
	<u>10,947.55</u>				

**FLOLO CORPORATION**

PMS MTC FEB	300.00	04201600	52244	MAINTENANCE & REPAIR	087074
	<u>300.00</u>				

**FULL SOURCE LLC**

GLASS RTND	-2.31	01670400	53324	UNIFORMS	U5804264-RA
	<u>-2.31</u>				

**GALLS**

CERT SUPPL-RAINCOATS	20.25	01664700	53325	COMMUNITY RELATIONS	511244472A
CERT SUPPL-RAINCOATS	116.96	01664700	53325	COMMUNITY RELATIONS	511244472B
	<u>137.21</u>				

**GANDER MOUNTAIN #284**

CLOTH ALLOW-RUDELICH	69.97	01664700	53324	UNIFORMS	5202189044
	<u>69.97</u>				

<b>GEXPRO</b>					
STREET LIGHT FIXTURES	1,934.16	06320000	53345	STREET SUPPLIES	265-312691
	<u>1,934.16</u>				
<b>GLENBARD NORTH HIGH #87</b>					
DONATIONS FEB THRU APRIL 2011	750.00	01	24408	DEPOSIT SCHOOL 87 CASH	FEB THRU APRL/11
	<u>750.00</u>				
<b>GMIS ILLINOIS</b>					
TALAVERA 1 YR MEMBERSHIP DUES	100.00	01652800	52234	DUES & SUBSCRIPTIONS	2011 MEMB
	<u>100.00</u>				
<b>GORDON FLESCH COMPANY INC</b>					
COPR 1/28-2/28 RECRDS	114.25	01662600	52226	OFFICE EQUIPMENT MAINTENANC	OYH301
COPR 12/28-1/28 RECRDS	130.49	01662600	52226	OFFICE EQUIPMENT MAINTENANC	OXV865
	<u>244.74</u>				
<b>HOME DEPOT</b>					
BOLT	2.12	01696200	53354	PARTS PURCHASED	2-83390
BOLTS	5.88	01696200	53317	OPERATING SUPPLIES	2-36448
BREAKER FAN#3	41.20	04201600	53316	TOOLS	0211177
PLEXIGLASS	67.97	01696200	53317	OPERATING SUPPLIES	6-44401
SUPPLIES FN LOCATION	10.91	04201600	53317	OPERATING SUPPLIES	0239426
WALL ANCHORS	3.77	01680000	53319	MAINTENANCE SUPPLIES	0159475
	<u>131.85</u>				
<b>HOTELS-MASTERCARD</b>					
ANNUL CONF BREINIG	158.20	01590000	52223	TRAINING	2/23 -2/25
WK TRK SHW YORK	547.56	01670100	52223	TRAINING	207753
	<u>705.76</u>				
<b>I C M A (INTN'L CITY/COUNTY MGMT ASSN</b>					
ICMA DUES MODAFF	1,000.00	01670100	52234	DUES & SUBSCRIPTIONS	194583
	<u>1,000.00</u>				
<b>ILLINI POWER PRODUCTS</b>					
GENERATOR MTC	178.09	01680000	52244	MAINTENANCE & REPAIR	113870
	<u>178.09</u>				
<b>ILLINOIS DEPT OF AGRICULTURE</b>					
PESTICIDE LIC RENEWAL	15.00	01670100	52234	DUES & SUBSCRIPTIONS	J PAULING
PESTICIDE LICENSE RENEWAL	40.00	01670100	52234	DUES & SUBSCRIPTIONS	K FREEWALT
	<u>55.00</u>				
<b>ILLINOIS PAPER COMPANY</b>					
COPY PAPER	86.50	01650100	52231	COPY EXPENSE	279819
	<u>86.50</u>				
<b>ILLINOIS SECRETARY OF STATE</b>					
PT CRUISER SEIZED VEHICLE TITLE	95.00	01664700	53317	OPERATING SUPPLIES	SEIZED VEH TITLE
	<u>95.00</u>				
<b>INTERNATIONAL SOCIETY OF ARBORICULTURE</b>					
TRNG 3/2 SCARAMELLA	305.85	01670700	52223	TRAINING	374063
	<u>305.85</u>				

**INTERNET PURCHASE MASTERCARD**

#8 INSTRU CLUSTER	110.00	01696200	53353	OUTSOURCING SERVICES	13L506811693
AV CABLE	19.74	01650100	53317	OPERATING SUPPLIES	F49456280101
LAP TOP MEMORY	36.05	01660100	53317	OPERATING SUPPLIES	F49456280103
MOUSE	28.05	01660100	53317	OPERATING SUPPLIES	F49456280102
	<u>193.84</u>				

**JULIE INC**

LOCATES FOR 2ND QUARTER	389.03	01670300	52272	PROPERTY MAINTENANCE(NPDE	2011-0359B
LOCATES FOR 2ND QUARTER	389.03	04101500	52272	PROPERTY MAINTENANCE(NPDE	2011-0359B
LOCATES FOR 2ND QUARTER	389.03	04201600	52272	PROPERTY MAINTENANCE(NPDE	2011-0359B
	<u>1,167.09</u>				

**JEWEL-OSCO**

CITIZENCORPSUPPLIES	24.78	01664700	53325	COMMUNITY RELATIONS	3246060035
CITIZENCORPSUPPLIES	36.82	01664700	53325	COMMUNITY RELATIONS	324601043817
CPA-CITIZEN CORP GRNT	6.99	01664700	53325	COMMUNITY RELATIONS	324606177111
	<u>68.59</u>				

**JOE COTTON FORD**

ARM ASSEMBLY	16.48	01696200	53354	PARTS PURCHASED	291501
DUPL INV	-23.75	01696200	53354	PARTS PURCHASED	291446CR
PUMP ASSEMBLY	96.35	01696200	53354	PARTS PURCHASED	291884
	<u>89.08</u>				

**KOHL'S**

CLOTH ALLOW-SPIZZIRRI	153.59	01664700	53324	UNIFORMS	001900126711
	<u>153.59</u>				

**LIBERTY TIRE RECYCLING**

TIRE RECYCLING	178.50	01696200	53317	OPERATING SUPPLIES	60057302
	<u>178.50</u>				

**LIVE VIEW GPS INC**

SERV-MAR2011	79.90	01662400	53330	INVESTIGATION FUND	45802
	<u>79.90</u>				

**LOWE'S HOME CENTERS**

ELECTRICAL SUPPLIES	28.10	01670300	53317	OPERATING SUPPLIES	14884
LOCK PRTS RANGE	21.18	01662700	53317	OPERATING SUPPLIES	14409
PRTS TC BATHRM PAINTG	33.74	01680000	52219	TC MAINTENANCE	11637
SMALL TOOLS	199.63	01670300	53316	TOOLS	14884A
	<u>282.65</u>				

**LUND INDUSTRIES**

DOMELIGHTS FOR TAHOE	101.90	01662700	53317	OPERATING SUPPLIES	66926
	<u>101.90</u>				

**LYNN PEAVEY COMPANY**

EVIDENCE SUPPLIES	112.86	01662400	53317	OPERATING SUPPLIES	237495
EVIDENCE SUPPLIES	409.25	01662400	53317	OPERATING SUPPLIES	237084
	<u>522.11</u>				

**MARSHALLS**

CLOTH ALLOW - JONES	134.94	01662400	53324	UNIFORMS	0711049126
	<u>134.94</u>				

**MEADE ELECTRIC COMPANY INC**

SRV LIES/KUNN FEB/11	150.00	06320000	52244	MAINTENANCE & REPAIR	649612
	<u>150.00</u>				

**MEIJERS**

CLOTH ALLOW-SPIZZIRRI	225.43	01664700	53324	UNIFORMS	181/1968302
	<u>225.43</u>				

**MENARDS**

CHARGING CLIP	7.96	04201600	53317	OPERATING SUPPLIES	79778059185
	<u>7.96</u>				

**MIDWAY TRUCK PARTS**

STARTER	258.00	01696200	53354	PARTS PURCHASED	593242
	<u>258.00</u>				

**MORONI LAW OFFICES**

LEGAL SERV'S FOR FEBRUARY	2,145.00	01570000	52235	LEGAL FEES-PROSECUTION	FEBRUARY 2011
	<u>2,145.00</u>				

**MR SITCO**

METER READS MAR 11	1,634.10	04103100	52221	UTILITY BILL PROCESSING	201156	20110029
METER READS MAR 11	1,634.10	04203100	52221	UTILITY BILL PROCESSING	201156	20110029
	<u>3,268.20</u>					

**NAPA AUTO CENTER**

BRK PADS/ROTOR	188.85	01696200	53354	PARTS PURCHASED	111215
RELAY	45.46	01696200	53354	PARTS PURCHASED	110712
REMAN BRK SHOE	30.97	01696200	53354	PARTS PURCHASED	111212
ROTOR/PADS	124.85	01696200	53354	PARTS PURCHASED	111065
TENSIONER ASSY	58.43	01696200	53354	PARTS PURCHASED	113372
	<u>448.56</u>				

**NEENAH FOUNDRY COMPANY**

CASTINGS	2,015.00	01670600	53317	OPERATING SUPPLIES	727790
	<u>2,015.00</u>				

**NEHER ELECTRIC SUPPLY INC**

LIGHTS	84.25	01680000	53319	MAINTENANCE SUPPLIES	311144
	<u>84.25</u>				

**NEOPOST LEASING**

INK CARTRIDGE	242.99	01650100	53317	OPERATING SUPPLIES	13397472
LEASE - MAR 11	423.69	01650100	52226	OFFICE EQUIPMENT MAINTENANC	N2260557
	<u>666.68</u>				

**NETWORK SOLUTIONS INC**

SOFTWARE SSL BASIC	213.60	01652800	52255	SOFTWARE MAINTENANCE	193440323
	<u>213.60</u>				

**NEXTEL COMMUNICATIONS**

SERV FRM FEB 24 THRU MAR 23	22.73	01642100	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	22.96	01643700	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	46.14	01680000	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	53.51	01662500	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	62.72	01600000	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	69.73	01610100	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	95.26	01622200	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	128.80	01652800	52230	TELEPHONE	760300514-110

SERV FRM FEB 24 THRU MAR 23	130.91	01662700	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	142.90	01620100	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	145.07	04201600	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	168.74	01662300	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	175.85	01650100	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	189.90	01664700	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	191.34	01662400	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	243.85	01670100	52230	TELEPHONE	760300514-110
SERV FRM FEB 24 THRU MAR 23	330.41	01660100	52230	TELEPHONE	760300514-110

**2,220.82**

**NICOR GAS**

SERV FRM 03/10 THRU 04/08	81.98	04101500	52277	HEATING GAS	86 60 60 11178 MAR11
---------------------------	-------	----------	-------	-------------	----------------------

**81.98**

**NIU OUTREACH (I G F O A)**

IAMMA CONF MELLOR	40.00	01590000	52223	TRAINING	4/15/11
-------------------	-------	----------	-------	----------	---------

**40.00**

**NORTH GARY AUTO CARE ENTER**

INSPEC 00 KIA	32.99	01664700	53317	OPERATING SUPPLIES	57072
INSPEC 05 DODGE	32.99	01664700	53317	OPERATING SUPPLIES	57073
INSPEC 99 CHRYSLER	32.99	01664700	53317	OPERATING SUPPLIES	57074
INSPEC FEE 01 PONTIAC	32.99	01664700	53317	OPERATING SUPPLIES	57070
INSPEC FEE 97 CHEV	32.99	01664700	53317	OPERATING SUPPLIES	57071

**164.95**

**OCE IMAGISTICS INC**

COPIER PWK FEB	24.19	01670100	52231	COPY EXPENSE	415553710
----------------	-------	----------	-------	--------------	-----------

**24.19**

**OFFICE DEPOT**

EXPANDABLE FILES	19.06	01580000	53314	OFFICE SUPPLIES	555367436
OFC SUPPL PWKS	5.55	01690100	53314	OFFICE SUPPLIES	556154102-1
OFC SUPPL PWKS	6.39	04200100	53314	OFFICE SUPPLIES	556154102-1
OFC SUPPL PWKS	41.09	01670100	53314	OFFICE SUPPLIES	556154102-1
OFFICE SUPPLIES	42.60	01643700	53314	OFFICE SUPPLIES	555383890
OFFICE SUPPLIES	57.83	01643700	53314	OFFICE SUPPLIES	553229317
OFFICE SUPPLIES	601.42	01662600	53314	OFFICE SUPPLIES	552580197001
TRAFFIC OFFICE SUPL	13.44	01662600	53314	OFFICE SUPPLIES	554141333001
VERTICAL SORTER	25.66	01650100	53314	OFFICE SUPPLIES	555367436

**813.04**

**OLYMPUS IMAGING AMERICA INC**

TRANSCRIPTION KIT	207.84	01641700	53350	SMALL EQUIPMENT EXPENSE	12411421
-------------------	--------	----------	-------	-------------------------	----------

**207.84**

**PAHCS II/ CENTRAL DUPAGE BUSINESS HEALTH**

DOT RANDOM DRUG & ALC TESTING	239.10	01600000	52225	EMPLOYMENT PHYSICALS	116263
-------------------------------	--------	----------	-------	----------------------	--------

**239.10**

**PARENT PETROLEUM**

5W20 OIL	817.38	01696200	53354	PARTS PURCHASED	596032
----------	--------	----------	-------	-----------------	--------

**817.38**

**PESI SEMINARS**

LGL ETH SEM MCNAMARA	189.99	01662500	52223	TRAINING	37138
----------------------	--------	----------	-------	----------	-------

**189.99**



**POMPS TIRE SERVICE**

TIRES	201.32	01696200	53354	PARTS PURCHASED	279659
TIRES	1,437.42	01696200	53354	PARTS PURCHASED	270880
	<u>1,638.74</u>				

**PORTER PIPE & SUPPLY CO**

WATER RPR SUPPLIES	65.97	04201600	53317	OPERATING SUPPLIES	10505434
WTR REPAIR SUPPLIES	64.96	04201600	53317	OPERATING SUPPLIES	10505359
	<u>130.93</u>				

**PSYCHOTHERAPY NETWORKER**

SUBS RNWL M THOMAS	18.00	01662500	52234	DUES & SUBSCRIPTIONS	MBT2011
	<u>18.00</u>				

**RADCO COMMUNICATIONS INC**

INSTALL 612	3,037.45	01662700	52212	AUTO MAINTENANCE & REPAIR	76345
INSTALL/STRIP OUT 611	3,412.45	01662700	52212	AUTO MAINTENANCE & REPAIR	76317
REPAIR 686 LIGHTS	30.00	01662700	52212	AUTO MAINTENANCE & REPAIR	76334
REPAIR STROBES 672	159.38	01660100	52212	AUTO MAINTENANCE & REPAIR	76292
STRIP OUT 663	375.00	01662700	52212	AUTO MAINTENANCE & REPAIR	76292
	<u>7,014.28</u>				

**RADIOSHACK**

PD VIDEO	22.45	01662700	53317	OPERATING SUPPLIES	370130
	<u>22.45</u>				

**RAY O'HERRON CO**

AMMUNITION 40 200BOXS	2,180.00	01662700	53321	AMMUNITION	19413
	<u>2,180.00</u>				

**RESTAURANT-MASTERCARD**

CITIZENCORPSUPPLIES	65.95	01664700	53325	COMMUNITY RELATIONS	663964
CPA-CITIZEN CORP GRNT	62.92	01664700	53325	COMMUNITY RELATIONS	3/17/11
CPA-CITIZEN CORP GRNT	69.20	01664700	53325	COMMUNITY RELATIONS	03/10/11
CPA-CITIZEN CORP GRNT	69.90	01664700	53325	COMMUNITY RELATIONS	02/24/11
	<u>267.97</u>				

**ROUGHNECK CONCRETE DRILLING & SAWING CO**

CURB CUTTING	450.00	04201600	52244	MAINTENANCE & REPAIR	721614
	<u>450.00</u>				

**SCRIPTLOGIC CORP**

1-YR. SUPPORT OPTION	1,218.75	01	13010	PRE-PAID ITEMS	203357
	<u>1,218.75</u>				

**SEAWAY SUPPLY CO**

TOWELS	225.00	04201600	53317	OPERATING SUPPLIES	72538
	<u>225.00</u>				

**SHERWIN INDUSTRIES INC**

COLD PATCH RELEASE	114.75	01670500	53317	OPERATING SUPPLIES	SS040709
	<u>114.75</u>				

**SHOE BUY.COM**

SAFETY SHOES	60.45	01622200	53324	UNIFORMS	34180553
	<u>60.45</u>				

**SIMPLEX GRINNELL**

SPRINKLER REPAIR	1,969.55	04201600	52244	MAINTENANCE & REPAIR	66370038
	<u>1,969.55</u>				

**SUNRISE CHEVROLET**

SWITCH	91.94	01696200	53354	PARTS PURCHASED	753368
	<u>91.94</u>				

**TERRACE SUPPLY COMPANY**

CYCL LEAS 01/15-01/25	9.50	01696200	52264	EQUIPMENT RENTAL	667189Z
	<u>9.50</u>				

**THE STATE FIRE MARSHALL**

ELEV MTC RNWL 2011	76.58	01680000	52244	MAINTENANCE & REPAIR	5125033777
	<u>76.58</u>				

**THE UPS STORE**

INSTRU CLUSTER	13.27	01696200	53317	OPERATING SUPPLIES	9082
SAMPLES TO SPRINGFLD	10.94	04200100	52229	POSTAGE	7602
	<u>24.21</u>				

**THIRD MILLENIUM ASSOCIATES INCORPORATED**

EPAY WTR FOR MARCH	225.00	04103100	52221	UTILITY BILL PROCESSING	13456	20110017
EPAY WTR FOR MARCH	225.00	04203100	52221	UTILITY BILL PROCESSING	13456	20110017
MTHLY FEE IN SRV 5/2011 - 7/2011	450.00	01	13010	PRE-PAID ITEMS	13433	
UTILITY BILLS FOR MARCH	1,138.39	04103100	52221	UTILITY BILL PROCESSING	13447	20110017
UTILITY BILLS FOR MARCH	1,138.39	04203100	52221	UTILITY BILL PROCESSING	13447	20110017
VEH ANNL MTC ONLINE 5/2011 - 4/2012	495.00	01	13010	PRE-PAID ITEMS	13432	
	<u>3,671.78</u>					

**TOTAL STAFFING SOLUTIONS**

D DENT 2/14-2/20	360.00	01670100	52253	CONSULTANT	15012583
D DENT 2/21-2/27	288.00	01670100	52253	CONSULTANT	15012607
D DENT 2/28-3/06	360.00	01670100	52253	CONSULTANT	15012627
D DENT 3/7-3/13	360.00	01670100	52253	CONSULTANT	15012647
	<u>1,368.00</u>				

**TRANS UNION LLC**

SRV 1/26 - 2/25	62.03	01662400	53330	INVESTIGATION FUND	02101016
	<u>62.03</u>				

**TRAVEL-MASTERCARD**

WK TRK SHW M YORK	80.00	01670100	52223	TRAINING	106822207808
-------------------	-------	----------	-------	----------	--------------

80.00**U S POST OFFICE**

POSTAGE-EVIDENCE	10.30	01662400	53317	OPERATING SUPPLIES	858
POSTAGE-EVIDENCE	11.05	01662400	53317	OPERATING SUPPLIES	715
SUMMONS POSTAGE	4.50	01662600	53317	OPERATING SUPPLIES	711
SUMMONS POSTAGE	10.05	01662600	53317	OPERATING SUPPLIES	897
URINE KIT SENT TO LAB	20.05	01662400	53317	OPERATING SUPPLIES	128

55.95**U S POSTMASTER**

POSTAGE VEH STICKER MLG- APPL	5,478.21	01	13010	PRE-PAID ITEMS	2011/12 VEH STKS
-------------------------------	----------	----	-------	----------------	------------------

5,478.21**ULINE SHIPPING SUPPLY SPECIALISTS**

PRISONER BAGS	97.94	01662700	53317	OPERATING SUPPLIES	36963041
---------------	-------	----------	-------	--------------------	----------

97.94**UNIFIRST CORPORATION**

MATS 03/01	42.89	01670100	53317	OPERATING SUPPLIES	0674339
MATS 03/08	42.89	01670100	53317	OPERATING SUPPLIES	0676349
MATS 03/15	42.89	01670100	53317	OPERATING SUPPLIES	0678353
MATS 2/22	42.89	01670100	53317	OPERATING SUPPLIES	672325
TOWELS 03/08	55.59	01696200	53317	OPERATING SUPPLIES	0676349
TOWELS 03/15	55.59	01696200	53317	OPERATING SUPPLIES	0678353
TOWELS 2/22	55.59	01696200	53317	OPERATING SUPPLIES	672325
TOWELS 03/01	55.59	01696200	53317	OPERATING SUPPLIES	0674339
UNIFORMS 03/01	23.11	04200100	52267	UNIFORM CLEANING	0674339
UNIFORMS 2/22	23.11	04200100	52267	UNIFORM CLEANING	672325
UNIFORMS 2/22	42.43	01696200	52267	UNIFORM CLEANING	672325
UNIFORMS 03/01	26.45	01670100	52267	UNIFORM CLEANING	0674339
UNIFORMS 03/01	43.43	01696200	52267	UNIFORM CLEANING	0674339
UNIFORMS 03/08	23.11	04200100	52267	UNIFORM CLEANING	0676349
UNIFORMS 03/08	26.45	01670100	52267	UNIFORM CLEANING	0676349
UNIFORMS 03/08	42.43	01696200	52267	UNIFORM CLEANING	0676349
UNIFORMS 03/15	23.11	04200100	52267	UNIFORM CLEANING	0678353
UNIFORMS 03/15	42.43	01696200	52267	UNIFORM CLEANING	0678353
UNIFORMS 3/15	26.45	01670100	52267	UNIFORM CLEANING	0678353
UNIFORMS- 2/22	26.45	01670100	52267	UNIFORM CLEANING	672325

762.88**USA BLUE BOOK**

HYD REPAIR KIT	244.19	04201600	53317	OPERATING SUPPLIES	347120
HYD REPAIR KITS	510.08	04201600	53317	OPERATING SUPPLIES	344036

754.27

**VERIZON WIRELESS**

JAN 14- FEB 13	75.98	01664700	52230	TELEPHONE	2530349889
JAN 14- FEB 13	151.96	01662300	52230	TELEPHONE	2530349889
JAN 14- FEB 13	189.95	01660100	52230	TELEPHONE	2530349889
JAN 14- FEB 13	759.80	01662700	52230	TELEPHONE	2530349889
SURCHARGES	0.70	01660100	52230	TELEPHONE	2530349889
	<u>1,178.39</u>				

**VILLA PARK ELECTRICAL SUPPLY CO INC**

SPLICES-CABLE FAULTS	425.00	01670300	53317	OPERATING SUPPLIES	462654
	<u>425.00</u>				

**WAL MART**

VIDEO SECURITY EQUIP.	316.00	01662400	53330	INVESTIGATION FUND	01818
	<u>316.00</u>				

**WEBROOT SOFTWARE INC**

WEB & EMAIL SECURITY SOFT	2,736.00	01652800	52255	SOFTWARE MAINTENANCE	2/28/11
	<u>2,736.00</u>				

**WHOLESALE DIRECT INC**

CHAIN	356.35	01696200	53354	PARTS PURCHASED	184508
LIGHTS	155.91	01696200	53354	PARTS PURCHASED	184118
	<u>512.26</u>				

**WINTER EQUIPMENT COMPANY INC**

PLOW BOLTS	232.98	01696200	53354	PARTS PURCHASED	IV10500
	<u>232.98</u>				

**WSC DIRECT**

BLUE BLK SEALANT	53.10	04201600	53317	OPERATING SUPPLIES	10977
	<u>53.10</u>				

**XEROX CAPITAL SERVICES LLC**

LEASE - MAR 11	1,452.50	01650100	52231	COPY EXPENSE	053521103	20110053
	<u>1,452.50</u>					
	<u><u>263,250.96</u></u>					

The preceding list of bills payable totaling \$263,250.96 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph Breinig- Village Manager

Date: 4/15/11

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr – Mayor

\_\_\_\_\_  
Beth Melody, Village Clerk

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

# AGENDA ITEM

K-2 4-18-11

## ADDENDUM WARRANTS April 5, 2011 thru April 18, 2011

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll March 21, 2011 to April 3, 2011	411,486.10
Water & Sewer	A C H	Charter One Bank	Payroll March 21, 2011 to April 3, 2011	28,095.42
General	A C H	Ill Funds	I P B C for March 2011	205,927.76
Water & Sewer	A C H	Ill Funds	I P B C for March 2011	<u>16,286.48</u>
				<u>661,795.76</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Beth Melody - Village Clerk

**VILLAGE OF CAROL STREAM  
REVENUE / EXPENDITURE STATEMENT  
FOR 11 MONTHS ENDED MARCH 31, 2011**

**AGENDA ITEM**  
L-4 4-18-11

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	21,265,621	1,634,054	18,609,657	21,265,621	1,390,528	17,861,472	243,526
WATER & SEWER O/M	10,605,150	693,328	6,835,326	9,903,949	815,692	6,426,481	(122,364)
MOTOR FUEL TAX	1,996,402	76,848	1,158,182	1,996,402	125,676	1,757,969	(48,828)
GENERAL CORPORATE - CIP	3,304,000	2,918	225,747	3,304,000	17,706	279,587	(14,788)
GENEVA CROSSING - TIF	540,817	85,931	501,593	369,660	0	369,660	85,931
<b>TOTAL</b>	<b>37,711,990</b>	<b>2,493,079</b>	<b>27,330,505</b>	<b>36,839,632</b>	<b>2,349,602</b>	<b>26,695,169</b>	<b>143,477</b>

**FISCAL BASIS**

RECEIVED/MONTH		RECEIVED/YEAR-TO-DATE	
FY 10	FY 11	FY 10	FY 11

SALES TAX	457,597	454,029	4,371,825	4,523,698
HOME RULE SALES TAX	172,079	249,752	1,665,960	2,088,114
ELECTRICITY USE TAX	151,492	146,524	1,617,330	1,717,880
TELECOMMUNICATIONS TAX	152,487	109,573	1,567,501	1,490,002
NATURAL GAS USE TAX	90,397	98,172	490,107	468,553
INCOME TAX	197,240	172,427	2,927,855	2,879,575 *

BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
FY 10	FY 11	FY 10	FY 11

WATER	275,771	315,499	3,592,757	3,919,082
SEWER	161,291	174,849	2,168,196	2,209,364

\* The State is presently 3 months in arrears on vouchered income tax payments.

**VILLAGE OF CAROL STREAM  
BALANCE SHEET**

**March 31, 2011**

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	3,217,451.67	13,533,968.06	6,166,568.98	22,917,988.71	2,298,798.80	20,619,189.91	22,917,988.71
WATER & SEWER	2,731,912.36	14,467,668.45	41,782,033.39	58,981,614.20	6,403,583.24	52,578,030.96	58,981,614.20
MOTOR FUEL TAX	7,230.81	1,918,431.54	88,366.93	2,014,029.28	197,462.19	1,816,567.09	2,014,029.28
GENERAL CORPORATE - CIP	0.00	17,599,542.01	45,102.77	17,644,644.78	63,304.56	17,581,340.22	17,644,644.78
GENEVA CROSSING - TIF*	1,473,414.19	0.00	59,188.67	1,532,602.86	0.00	1,532,602.86	1,532,602.86
<b>TOTAL</b>	<b>7,430,009.03</b>	<b>47,519,610.06</b>	<b>48,141,260.74</b>	<b>103,090,879.83</b>	<b>8,963,148.79</b>	<b>94,127,731.04</b>	<b>103,090,879.83</b>

\* Funds invested in Wells Fargo Bank money market fund.