

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JANUARY 19, 2010

*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 the December 21, 2009 and January 4, 2010 Meetings.

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

1. Public Hearing: Pre-Annexation Agreement for McCaslin Park.  
*Request from the Carol Stream Park District to enter into a pre-annexation agreement to allow connection to the Carol Stream water system.*
2. Resolution No. 2453, Recognizing the 2009 Glenbard North Varsity Panther Football Team.

#### **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:

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

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

1. Award of Contract for Consultant Engineering Services – Thunderbird Trail Bridge Deck Replacement Project.  
*This item is a recommendation to award a consulting engineering contract to Engineering Resource Associates, Inc. for the Thunderbird Trail Bridge Deck Replacement Project at a cost not to exceed \$30,497.00.*
2. Letter of Credit Reduction No. 1 – Armstrong Park Shoreline Erosion Stabilization, Phase II.  
*This item is a request by the Carol Stream park District to reduce the irrevocable letter of credit from \$181,866.75 to a remaining balance of \$23,721.75 for work completed.*
3. Local Agency Agreement for Federal Participation – Kuhn Road Bike Trail Phase II Construction Drawings.

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*This agreement between the Village of Carol Stream and IDOT appropriates \$153,210.00 for the referenced project, of which 80% (\$122,568) is from the Federal Highway Administration and 20% (\$30,642) is from local funding.*

4. Engineering Services Agreement for Federal Participation – Kuhn Road Bike Trail Phase II Construction Drawings.

*This agreement between the Village of Carol Stream and TranSystems Corporation is for \$153,210 and is in the format required for federal funding.*

5. Tubeway Storm Water Lift Station – Recommendation to Award Construction Contract.

*Staff recommends award of a construction contract for replacement of the Tubeway Storm Water Lift Station in the amount of \$155,500 to Cecchin Plumbing & Heating of Bloomingdale, IL.*

6. Emerald Ash Borer Compliance Agreement.

*Request to sign the updated Emerald Ash Borer Compliance Agreement to help control the artificial spread of this invasive insect pest.*

7. Award of Contract – Janitorial Services.

*This agenda item requests approval to renew the janitorial services contract with Uni-Max for reduced scope of services and at a significantly lower cost to the Village.*

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

1. Ordinance No. \_\_\_\_\_, Authorizing the Execution of an Annexation Agreement (McCaslin Park, 27W650 North Avenue).  
*See C1.*

2. Ordinance No. \_\_\_\_\_, Providing for Vehicle Seizure and Impoundment.

*The proposed ordinance establishes an administrative tow fee of \$500 for vehicles towed due to involvement in certain criminal offenses.*

3. Ordinance No. \_\_\_\_\_, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class G Liquor Licenses from 2 to 3 (Walgreens, 540 N. Schmale Road.)

*This license would permit the sale of packaged beer and wine.*

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4. Ordinance No. \_\_\_\_\_, Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates.  
*Proposal to increase the water rate by \$.25 and the sewer rate by \$.11 starting May 1, 2010.*

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

1. Resolution No. \_\_\_\_\_, Declaring Surplus Property Owned by the Village of Carol Stream.  
*This is a request by the Police Department to declare surplus vehicles for disposal.*
2. Resolution No. \_\_\_\_\_, For Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code.  
*Staff recommends approval of the Annual MFT Resolution for Maintenance of Local Roads.*

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

1. Contract Ratification – Fraternal Order of Police (FOP).  
*Approval of a new 1-year contract with the FOP union representing the police patrol officers.*

#### **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, December 31, 2009.

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

*Village of Carol Stream*

**BOARD MEETING**

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**N. ADJOURNMENT:**

**LAST ORDINANCE: 2009-12-70**

**LAST RESOLUTION: 2452**

**NEXT ORDINANCE: 2010-01-01**

**NEXT RESOLUTION: 2453**

**REGULAR MEETING-PLAN COMMISSION/ZONING BOARD OF APPEALS  
Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, Illinois**

**DECEMBER 14, 2009**

**ALL MATTERS ON THE AGENDA MAY BE DISCUSSED, AMENDED AND ACTED UPON**

Chairman David Michaelson called the Regular Meeting of the Combined Plan Commission/  
Zoning Board of Appeals to order at 7:30 p.m. and directed Recording Secretary Wynne Progar to  
call the roll.

Present: Commissioners David Hennessey, Timothy McNally, Frank Petella, Angelo  
Christopher, Ralph Smoot, Dee Spink and David Michaelson  
Absent: none  
Also Present: Bob Glees, Community Development Director, Don Bastian, Assistant  
Community Development Director, Wynne Progar, Recording Secretary

**MINUTES:**

Commissioner Spink moved and Commission Christopher made the second to approve the  
Minutes of the Meeting of November 9, 2009 with the addition of 4.5 feet for the height of the walls  
of the shed, since it was missing in the minutes. The results of the roll call vote were:

Ayes: 7 Commissioners Hennessey, McNally, Petella, Christopher, Smoot,  
Spink and Michaelson  
Nays: 0

**PUBLIC HEARING:**

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

**09294: Auto Showcase – 106 N. Schmale Road  
Variation – Sign Code  
CONTINUED FROM 11-09-09 MEETING**

John Bucaro, 106 N. Schmale Road, Carol Stream, IL was sworn in as a witness in this matter.  
He explained that he is requesting an extension of time for the variation of the Sign Code  
principally due to poor economy and poor sales in the nice weather and he said that there will be  
virtually no business during the winter months.

Mr. Bastian said: this item initially appeared on the November 9, 2009, Plan Commission/Zoning  
Board of Appeals (PC/ZBA) agenda, but since the applicant was not present at the meeting, the  
PC/ZBA continued the matter to the December 14, 2009, agenda. At their meeting on April 13,  
2009, by a vote of 6-0, the PC/ZBA approved three Sign Code variations for the Auto Showcase  
service building at 106 N. Schmale Road. The specific variations approved by the PC/ZBA were as  
follows:

1. To not include the blank wall area between the multiple wall signs in the calculation of  
sign area on the south building elevation;
2. To not include the blank wall area between multiple signs in the calculation of sign area  
on the east building elevation; and
3. To grant relief from the requirement that the placement of all signs cannot extend above  
or below the largest sign on the east elevation.

4. In support of the first variation, which was to not include the blank wall area between the multiple wall signs in the calculation of sign area on the south building elevation, the applicant proposed to construct a 39 foot, 10 inch long masonry parapet wall measuring five feet in height along the middle section of the south elevation. The building elevation plan is attached, and a photo of the south side of the building is provided below. The wall would screen some of the existing rooftop mechanical units as seen from North Avenue;
5. The wall would increase the area of the south building façade, thereby increasing the allowable signage area; and
6. The wall would increase the overall wall height, which would allow the Suzuki sign to be re-installed at a greater height above grade, thereby affording increased visibility of the sign.

The PC/ZBA approval of the variations was subject to several conditions, one of which was that the parapet wall needed to be installed by November 15, 2009. As explained in the attached letter from John Bucaro dated October 15, 2009, Auto Showcase is unable, from a financial standpoint, to construct the parapet wall by the November 15, 2009, deadline. Auto Showcase is requesting an extension of the parapet wall installation deadline until October 15, 2010.

Staff does not have the authority to administratively approve an extension of a condition of approval of a variation, as that authority rests with the Plan Commission or Village Board. Staff also does not wish to ignore a failure to comply with conditions of approval, as this could weaken the Village's efforts in working with property owners to achieve and maintain compliance in the future, and could also negatively impact overall property maintenance levels as well. While property owners are expected to comply with conditions of approval, the Village has been willing to work with business and property owners on a case-by-case basis if the specific circumstances dictate that a flexible approach is justified. A recent example of this approach would be the case of S&S International on St. Paul Boulevard, which just received an extension of the deadline for paving work on their property.

The cost in this case involves the construction of the parapet wall, which was required to be completed by November 15, 2009, as a condition of approval of the variations granted earlier this year. Due to current economic conditions, in addition to the fact that the winter months are typically the slow months for the Suzuki products sold at this facility, the owner cannot afford to construct the parapet wall at this time. Since the Village has not received any complaints regarding the existing condition of the building, absent the new parapet wall, we do not believe there will be a detriment to the public if the construction deadline for the parapet wall is deferred until October 15, 2010.

Staff recommends approval of the request to reschedule the deadline for the installation of the parapet wall at Auto Showcase (106 N. Schmale Road) until **October 15, 2010**. All of the other conditions of approval for the Sign Code variations granted by the PC/ZBA on April 13, 2009, shall remain in effect as approved.

There were no comments or questions from those in attendance at the call for Public Hearing.

Commissioner Hennessey asked the petitioner if he is comfortable with the extension time of one year, given the state of the economy and Mr. Bucaro said that he believes sales will turn around next year and said that the alternative will be to take down the sign.

Commissioner McNally said that since the structure is in the preliminary stages, he is ok with the delay.

Commissioner Spink moved and Commissioner Petella made the second to approve the request to reschedule the deadline for the installation of the parapet wall at Auto Showcase, 106 N. Schmale Road until October 15, 2010. The results of the roll call vote were:

Ayes:           7           Commissioners Hennessey, McNally, Petella, Christopher, Smoot,

Spink and Michaelsen

Nays: 0

**#09295: G&S Expedited Freight Ltd. – 445-449 Randy Road**  
**Special Use – Outdoor Activities and Operations**  
**Continued from 11-09-09 Meeting**

Mr. Glees gave the following report, stating that Danijela Turovic of G&S Expedited Freight, Ltd., has filed an application for Special Use Permit approval for outdoor activities and operations, in order to move her company into the property at 445 Randy Road. The Special Use Permit request is to allow for the parking of up to 20 company trucks and trailers at the rear of the property.

As noted in a previous report, staff has been working with the applicant to bring the plans forward to the Plan Commission for review, and had hoped that the plans would be ready for public hearing on November 9<sup>th</sup>. Staff sent a detailed commentary dated October 29, 2009, to the applicant identifying all issues that needed to be addressed on the site plans, with a request to resubmit the site plans by no later than November 4<sup>th</sup>. However, plans were not received and the case was continued. As of this date, we still have not received a resubmittal.

The applicant has advised that G&S is in negotiations with the property owner with respect to certain site improvements. As these negotiations are in progress, the applicant has requested that the case be continued to March 8, 2010.

Staff recommends that the Plan Commission continue this request to the March 8, 2010, Plan Commission meeting.

Commissioner McNally moved and Commission Christopher made the second to continue this matter to March 8, 2010. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot, Spink and Michaelsen
Nays:	0	

**#09324: Premier Gymnastics – 327 Gundersen Drive**  
**Special Use – Operation of a privately owned**  
**Recreation Facility**

Cynthia Tolan, 1755 Naperville Rd., Wheaton, IL, Mark Diab, owner of Premier Gymnastic Academy, 327 Gundersen Drive, Steve Hauger, Architect, 426 Hickory St. Waukegan, IL, Al Zulanas, part owner, 327 Gundersen Drive, and Chris Orr, property manager, 6385 Wabacon Rd. Verona, IL were sworn as witnesses in this case.

Ms. Tolan said that the petition is to allow a special use permit to allow a private recreation facility in an Industrial District in accordance with Section 16-10-2(b) (13) of the Zoning Code. Premier Gymnastics Academy is currently operating, under an agreement with the owner of the facility at 327 Gundersen Drive. This will be the fourth location owned by Mr. Diab and he has been very successful with these academies. As a part of the building permit it was discovered that this use is not allowed under an agreement when this building was first built.

Mr. Glees reported that Mark Diab, owner and Director of Premier Gymnastics Academy North, has requested approval of a special use permit to allow 11,300 sf of space in the building at 327 Gundersen Drive to be used as a private recreational facility for his gymnastics school. The building was constructed in 1985 by current owner SportsMed LLC, with approval of a special use for a *Medical and Rehabilitation Facility*. This use entry was created and added to the list of special uses allowed in the Industrial District by Ordinance No. 85-02-14 (attached), and the

special use permit was granted to SportsMed by Ordinance No. 85-02-15 (attached). As indicated in Ordinance No. 85-02-14, the definition of *Medical and Rehabilitation Facility* recognizes that, in addition to the primary medical and rehabilitation uses, the facility "may also offer to non-patients a program to encourage physical fitness and disease prevention through the use of exercise and recreational techniques."

Approximately two years ago, ATI Physical Therapy entered into a business arrangement with SportsMed LLC, which included the renovation of the building and occupation by ATI of a portion of the space as the physical therapy / fitness portion of the overall facility. In late 2008 and early 2009, the Village issued building permits for the renovation work, which included remodeling of the new ATI space and a reduction of the second floor office space such that the overall floor area of the building was reduced from 56,000 sf to 54,800 sf. As the proposed use of the space was in keeping with the zoning approved for the building in 1985, the building permits were issued with no need for new zoning approvals. However, it was recently discovered that a portion of the remodeling work was to create space for the Premier Gymnastics use, which is a special use not contemplated in the 1985 approval. Staff contacted Premier Gymnastics, who has been using the space since earlier this year, to work with them to complete the process of seeking approval of the necessary special use permit for a private recreational facility.

In the course of evaluating the petitioner's request, staff visited the site and observed a number of property maintenance and signage issues, including debris and outdoor stored material, deteriorated pavement and unpermitted banner signs. As indicated in Greg Steil's letter dated December 9, 2009, these issues are being addressed. In a subsequent inspection of the property, staff observed that the site had been cleaned up and the banner signs removed pending approval of a sign permit. With respect to the parking lot pavement, SportsMed has committed to re-paving and striping the lot by no later than May 31, 2010. Since this is a property maintenance responsibility of the building owner, not the tenant, staff recommends that the commitment to rehabilitate the parking lot be handled as a Property Maintenance Code matter, and not be a condition of approval should the Plan Commission be inclined to approve the Premier Gymnastics request.

### **Special Use:**

A special use permit is required for a privately owned recreational facility in the I Industrial District. As mentioned, Premier Gymnastics is currently operating in the SportsMed building at 327 Gundersen Drive. Premier Gymnastics offers gymnastics training and instructional classes for children ages 18 months through high school. A maximum of eight employees would be on staff during the busiest shift for the facility. Peak hours of operation for Premier Gymnastics usually occur during evenings and on Saturdays. Due to this usage schedule, staff believes that the proposed use is well suited to an industrial building, and is compatible with the other tenants in the building. As indicated in the letter from owner Mark Diab, parents park in the east parking lot and walk their children into the building via the main entrance on the east side of the building. As can be seen on Exhibit A, there is no drop-off lane at the facility nor is there adequate room to install a proper drop-off lane. As such, staff suggests a condition such that parents must be instructed to park in available parking spaces when dropping off or picking up their children, and that queuing in the drive aisle shall not be permitted.

With respect to required parking, the Zoning Code requires ***one parking space for every two employees, plus additional parking spaces for use by the public as determined by the Plan Commission*** for Recreational Centers. Some members of the Plan Commission may recall a special use case from March 2002 for a similar use, GymNasti at 110 Della Court. With that case, after evaluating data from similar facilities in other communities, staff recommended a parking requirement on the order of 3.3 spaces per 1,000 sf of occupied space, or one space per 300 sf.



The parking facilities at 110 Della Court have been in use for the past seven years, with no complaints or reported problems.

Staff would also note that the requirement for handicapped accessible parking spaces did not exist in 1985, and so the subsequent addition of such spaces in the existing lot, in conformance with the Illinois Accessibility Code, caused a reduction in the total number of spaces provided in the parking lot from 258 to the current 256 spaces.

### Summary

Staff has reviewed the petitioner's request for a special use permit, and has identified the concerns of adequate parking and the safe access of students to and from the building. Staff believes that, with the recommended restriction on the use of the currently vacant office space, adequate parking will be provided. With respect to safe access, staff believes that, with the condition that parents be instructed as to the proper means of escorting students to and from the building, the issue of safe access will be addressed. Staff recommends approval of the petitioner's request, with the conditions as recommended below.

Staff recommends approval of the request for a Special Use Permit for a private recreational facility for Premier Gymnastics at 327 Gundersen Drive, with the Special Use Permit being granted to Premier Gymnastics as opposed to the property, with the following recommended conditions:

1. Parents must be instructed to park in available parking spaces when dropping off or picking up their children, and that queuing in the drive aisle shall not be permitted.
2. That no more than 11,100 sf of the total 17,000 sf of office space shall be used as medical office. Use of more than 11,100 sf of office space as medical office shall only be permitted if the parking facilities are expanded to meet the parking requirement. Use of the full 17,000 sf of office space as medical office shall require the parking lot to be expanded to 271 spaces.
3. That the business use and maintenance of the property shall comply with all state, county and Village codes and requirements.

There were no comments or questions from those in attendance at the call for public hearing.

Commissioner McNally asked if the parents do bring the children into the building, or do they queue in their cars. Mr. Diab said that they walk the children in and also out after class.

Commissioner Spink asked what hours are the different ages scheduled and was told that high school students are there after 6 p.m. and that there are approximately 20 students. Commissioner Spink asked how many students can be in a class and was told there are eight students per class.

Commissioner Patella asked if there is any office space in use now and was told no. Commissioner Patella asked if the children will be walking through the facility to get to their class and was told yes and Commissioner Patella asked if the owner would be willing to have a sign in/sign out for the younger children. Mr. Diab said that the younger children have classes in the morning and the parents accompany the kids to class, take of coats or change shoes and generally remain in the waiting room.

Commissioner Hennessey asked if there are parking spots that are reserved for those attending physical therapy, and if not, would it be possible to establish them. Mr. Diab said that there are many handicapped parking spots at the rear of the building. There could be spaces dedicated for patients that are medically incapacitated that generally would be courtesy spaces that could be used without having a handicapped placard.

Chairman Michaelsen asked if there will be any gymnastic competitions held at this site and Mr. Diab said no and that the facility is laid out for training and said that he does host a few competitions a year and but they are at another facility off site. Chairman Michaelsen said that since the petitioner has been in a permitted build-out site, the washroom facilities are acceptable for the younger children, at this point; Mr. Glees said that the building has been constructed in accordance with the Village Code regulations. Chairman Michaelsen asked how late the facility is

open and was told that the last person leaves is about 10:00 p.m. and that the parking lot lighting is on all night. Mr. Glees commented that the engineering department evaluated the parking lot lighting and found it to be acceptable.

Commissioner Hennessey moved and Commissioner Petella made the second to recommend approval of the special use permit for a municipal or privately owned recreation building in accordance with staff recommendations. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot, Spink and Michaelson
Nays:	0	

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on December 21, 2009 and was advised to attend that meeting.

Commissioner Spink moved and Commissioner McNally made the second to close the public hearing. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot, Spink and Michaelson
Nays:	0	

Mr. Bastian announced that there were no agenda items ready for the next meeting, December 28<sup>th</sup> and suggested that the Commissioners consider canceling that meeting. Commissioner McNally made the motion and Commissioner Spink made the second. The results of the roll call vote were:

Ayes:	6	Commissioners Hennessey, McNally, Petella, Christopher, Spink, and Michaelson
Nays:	1	Commissioner Smoot

At 8:10 p.m. Commissioner Spink moved and Commissioner Hennessey made the second to adjourn. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

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

**January 4, 2010**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order 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 and Pam Fenner

Absent: None

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorney Stewart Diamond, Village Clerk Beth Melody & Deputy Clerk Wynne Progar

**MINUTES:**

There were no Minutes to approve due to the absence of the Deputy Village Clerk.

**AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:**

Resolution 2453, A Resolution commending Bob Hoffrage for 32 Years of Service with the Village of Carol Stream.

Mayor Saverino read the Resolution and presented it to Bob's widow and family.

Trustee McCarthy moved and Trustee Fenner made the second. The results of the roll call vote were:

Ayes: 7 Mayor Saverino, Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 0

Director of Public Works Al Turner noted that Bob Hoffrage will be living part of the water system of the Village. Not only did he have know how to keep ahead of the development of the Village, he also shared his knowledge and experience with the men he worked with and they will continue to do whatever it takes to keep the system running as he taught them to do. Mr. Turner concluded by saying that it was an honor to know Bob Hoffrage and he will be missed.

**CONSENT AGENDA:**

Trustee Fenner moved and Trustee Gieser to establish a Consent Agenda for this meeting. The results of the roll call vote were:

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

Trustee McCarthy 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 Manzzullo, Weiss, Schwarze, McCarthy, Gieser  
& Fenner  
Nays: 0

1. Regular Bills
2. Addendum Warrant of Bills
3. Change the Meeting of January 18<sup>th</sup> to January 19<sup>th</sup> for Martin Luther King, Jr. Day
4. Voluntary Separation Plan Recommendation

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

Regular Bills, the Board approved the payment of the Regular Bills in the amount of \$154,085.83.

Addendum Warrant of Bills, the Board approved the payment of the Addendum Warrant of Bills in the amount of \$686,749.59.

**Voluntary Separation Plan Recommendation:**

Trustee Schwarze said that in respect to the email from Sgt. Glos and Sgt. Quinn, he would like to have someone clarify what were the results of the Sergeants proposal.

Mr. Breinig said that he would not say that it was denied, what happened if that the Staff had pledged to the Board and the employees that staff would have meetings with the employees to brief them on what had been discussed. At a meeting in 2008 the two retired sergeants Quinn and Glos, requested that they be given the opportunity to look at some alternatives that may save the Village some money. Mr. Breinig gave his permission to do that and in October of 2008 they presented a report that offered some suggestions. There were three things in the report; a mechanism for increasing their pensions (this report was unique to them and not on the entire work group), the second thing was an incentive program that was not really detailed; the third things was some sort of system whereby health insurance benefits would be borne for a period of time by the Village as an incentive to retire. Mr. Breinig said that at about the same time, there was a Budget Workshop where there different things to consider and one slide had lay-offs and retirement incentives and at the time it appeared, the direction was to move on to the next slide. Staff took that to mean that the Board was not ready to entertain. So nothing was done with it. Their e-mail indicates that we somehow appropriated their work product and made use of it by putting forth this recommendation and avoided any application to them. This is not true. The reality is that the proposal that was put forward is the result, in large part, of work done by Caryl Rebholz in looking at ten different community's analyses and never really looked at what was given by sergeants, and it was never a part of that. The document is largely taken from Streamwood's plan. There have been many newspaper articles that have reported different measures that many communities have taken, so the idea that they proposed is not unique. Several years ago, in negotiations the SEIU proposed an incentive program which never was brought forward. What staff is proposing is a voluntary separation retirement program; it is not a retirement incentive. Any employee would qualify in the voluntary separation and qualify for the same benefits that would be incremental to the time worked. This program was not done to circumvent either sergeant.

Trustee Schwarze said that this information needed to be said in this forum and with all due respect to Sergeants Glos and Quinn he thinks that what has been said is very accurate and he is ok putting this on the Consent Agenda.

Attorney Diamond said that this should go on the Consent Agenda to authorize staff to implement the Voluntary Separation Plan so that there is an actual motion to vote on.

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

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

Trustee Manzullo moved and Trustee Schwarze made the second to approve 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	

#### **REPORT OF OFFICERS:**

Trustee Manzullo wished everyone a Happy New Year and please remember to pray for our troops and their families.

Trustee McCarthy seconded Trustee Manzullo's remarks and wished his wife Linda a very Happy Birthday. All Trustees and Staff joined to wish Linda McCarthy Happy Birthday.

Trustee Fenner said Happy New Year and reminded residents to look in on their neighbors and make sure that they are not in need.

Trustee Gieser also agreed with other Trustees comments and said that on February 6<sup>th</sup> there will be the Citizen's of the Year Dinner and the MLK Jr. celebration on January 18<sup>th</sup> at the Wheaton Christian Center at 7 p.m.

Trustee Schwarze said that is less than 2 months away from receiving the 2010 Census Documents and asked that everyone take the few minutes it takes to fill it out and return it. This is very important to the Village. Trustee Schwarze said that he hoped everyone had a nice Christmas and New Year and that everyone has shopped as much as possible in Carol Stream and please continue to shop in Carol Stream.

Trustee Weiss said Happy New Year and said that his nephew Lance Corporal Cameron Kasmar was home for the holidays and he is doing great. He said that he received a compliment on the Village staff by a resident that had received help on an immediate basis and was so grateful for the help they received.

Village Clerk Beth Melody wished everyone a safe and Happy New Year.

Mr. Breinig said that with the cold weather there have been a number of frozen water lines, broken meters and he wants to remind residents that they need to keep spaces heated whether anyone is living in the home or not. He said that there will be a budget workshop on January 11<sup>th</sup> in the lower level training room, at 6 p.m to continue as long as necessary.

Mayor Saverino said that he wished everyone a Happy New Year and asked everyone to shop Carol Stream. Mayor Saverino said that he is glad that the grocery stores have dropped their prices and that every place that you can buy something the tax comes back to Village. Public Works did a commendable job with the snow and ice, and the

drivers need to be a bit more careful when approaching the mail boxes. He ended with wishing everyone a safe and Happy New Year.

Trustee Schwarze moved and Trustee McCarthy made the second to adjourn at 8:28 p.m... The results of the roll call vote were:

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

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr. Mayor

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Beth Melody, Village Clerk

# AGENDA ITEM

C-1 1-19-10

## *Village of Carol Stream* Interdepartmental Memo

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

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

**DATE:** January 12, 2010

**RE:** **Agenda Item for the Village Board Meeting of January 19, 2010**  
**McCaslin Park Preannexation Agreement**

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### **PURPOSE**

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

### **DISCUSSION**

The Carol Stream Park District has requested a Southwest Corridor Preannexation Agreement for the purpose of connection to Village utilities. Staff provided a standard form of agreement to the Park District for use by their attorney in preparing a proposed agreement. The Village Attorney and staff have reviewed the attached agreement and we find it acceptable.

The attached agreement was developed by the Village Attorney and the Park District attorney, and was approved by the Park District Board on December 14, 2009. Staff has reviewed that agreement and we find it acceptable.

### **RECOMMENDATIONS**

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

RJG:bg

u:\annexations\benjamin.vbmemo1.doc

**ANNEXATION AGREEMENT  
SOUTHWEST CORRIDOR**

This Agreement made and entered into this 11<sup>th</sup> day of January, 2010, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and the Carol Stream Park District, Du Page County, Illinois (hereinafter referred to as the "Owners").

WITNESSETH:

WHEREAS, the Owners are the Owners of record of certain real estate, described as

**That part of the West Half of the Northwest Quarter of Section 36, Township 40 North, Range 9 East of the Third Principal Meridian described as follows:**

**Beginning at the intersection of the West line of the East Half of the Northwest Quarter of said Section 36 and the North Line of North Avenue (State Route 64) heretofore dedicated per Documents 252200, 252201, 334933; thence North 81 Degrees 07 Minutes 06 Seconds West, 1156.76 Feet along said North Line; thence North 00 Degrees 00 Minutes 27 Seconds East, 336.26 Feet; thence North 50 Degrees 41 Minutes 48 Seconds West, 41.35 feet; thence North 00 Degrees 00 Minutes 27 Seconds East, 174.66 Feet; Thence South 89 Degrees 59 Minutes 33 Seconds East, 150.00 Feet; Thence North 00 Degrees 00 minutes 27 Seconds East, 720.00 Feet; thence North 88 Degrees 32 Minutes 12 Seconds East, 773.01 Feet; thence South 28 Degrees 41 Minutes 31 Seconds East, 530.58 Feet to the aforementioned West Line of the East Half of the Northwest Quarter of Section 36, thence South 00 Degrees 09 Minutes 37 Seconds West, 990.00 Feet along said West Line to the point of beginning, in DuPage County, Illinois.**

follows:

(hereinafter referred to as the "Property"); and

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

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



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

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

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

1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated herein by reference.
2. The Owners, within thirty (30) days after a written notice from the Village indicating that the Property is now contiguous to the Village, shall submit to the Village an executed Petition for Annexation and plat of annexation in the form provided by law. The Owners shall pay the publication fees and recording fees.
3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of the execution of this Agreement. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. The Property may not be annexed to any City or Village other than the Village of Carol Stream during the term of this Agreement.
4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation, the new Owner or Owners shall submit to the Village a properly executed acknowledgement and acceptance of this Agreement within thirty (30) days of acquiring such interest which shall also notify the Village of the identity of the new Owner and the new Owner's address and telephone number. It shall be the responsibility of the new Owner or Owners to see to the submission of these items. Provided, however, the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.
5. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.
6. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village either on its own or with any other properties may, at any time prior to expiration of this Agreement, annex the Property. The Owners, or their successors in interest, shall assist the Village and take all actions or steps necessary, including, but not limited to, preparing and executing new petitions for annexation,

waivers and plats to accomplish said annexation. The Owners shall, at the expense of the Village, within fourteen (14) days after receiving a written request from the Village, join in any court proceeding, (represented by an attorney experienced in such matters chosen by the Village), which can result in the annexation of the Property, wither itself or along with other Property, to the Village. Upon annexation, the Property shall become subject to all applicable ordinances of the Village, except as may be otherwise provided in law or this Agreement, provided that no change in ordinances shall become effective on the property until six months after their passage.

7. The Owners may connect to the Village water and sewer systems, upon payment of the Special Southwest Utility construction fee in the amount of \$1,296.31 which shall be paid at the time the Agreement is executed.
8. The Owners shall connect to the Village sewer and water systems and utilize only Village water within one year from the date of this annexation. The Owners shall abide by the same rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village. The Owners shall pay regular Village connection charges and tap-on fees. Until the Property is annexed to the Village, the Owners shall pay 150% of the customer charges applicable to uses within the Village.
9. Upon annexation, the property will be zoned to permit public park and related activities and any purposes, activities and developments authorized to an Illinois Park District under the Illinois Park District Code, presently and as amended from time to time. (70 ILCS 1205/1-1 et seq.) All new development on the property, after the execution of this Agreement, shall take place only in accordance with the provisions of the Planned Unit Development section of the Carol Stream Zoning Ordinance. The Village shall retain authorization for site plan approval for all new construction on the property. The site plan approval shall include the approval of ingress and egress, location and number of structures, parking, lighting, drainage, subdivision code and all other requirements of the Village's Planned Unit Development Ordinance, and other ordinances of the Village dealing with land development or construction, unless jurisdiction is exclusively assigned to another governmental entity by statute. The Village Board, either with or without a public hearing before itself or some Board or Commission, may waive by motion the necessity of the Owners to comply with all such provisions. Whenever in this Agreement prior to annexation the Owners are required to seek approval of the Village for a plan, permit or other activity, the Owners shall be required to pay to the Village the appropriate fee associated with the review, inspection and administration of that municipal regulation. Provided, however, that where there is additional supervision and payments required by the County, the Village shall choose to reduce the amount of the fee or charge to reflect, in those cases where it is applicable, the fact that the Village may, at its option, permit the regulation and personnel time of the County to suffice with a second level of action by the Village. The Owners shall also pay such fees as are normally paid to outside consultants to review documents and applications. During the life of this annexation agreement, neither the Owner nor any tenant on the Property shall enter into a sales tax rebate agreement which would

cause sales at retail to be reported as approved in another jurisdiction which agrees to return a rebate.

10. The Parties may seek to enforce the terms of this Agreement through a suit seeking specific performance, damages, injunction and its costs of enforcing the agreement, including attorneys' and expert witnesses' fees. The parties intend that the standard, which a court would use under such circumstances, shall be the same standard which would be used if the Property were within the Village. The intent of the Village and the Owners in agreeing to the provisions of this Agreement is not to unduly restrict the ability of the Owners to develop the Property, but rather to make certain that the Property, which will ultimately be within the corporate boundaries of the Village, is developed fully in accordance with the ordinances of the Village.
11. Where land annexed to the Village is not annexed to any fire protection district, the Owners shall promptly, upon annexation to the Village, petition for annexation to the Carol Stream Fire Protection District.
12. The Parties or their successors or assigns, may, in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance, but they may not seek monetary damages.
13. This Agreement may only be amended by written instruments signed by both parties, and after the procedures required by law or ordinance to cause the amendment of an annexation agreement.
14. The term of this Agreement shall be twenty (20) years from the date of execution hereof. And, if permitted by law, within one (1) year before or after the expiration of the initial twenty (20) year term, the Village may, at its option, extend the term of this Agreement for an additional 20 years if the property has not been annexed by the Village.
15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole other than the part so declared invalid. The parties shall then negotiate in good faith to seek to reestablish the powers and duties found to be invalid. The Owners or the Village shall be obligated to execute any document or take any additional action which may be required to correct any defect which has resulted or could result in the invalidation of this Agreement in whole or in part.
16. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.
17. The undersigned Owners warrant that it constitutes all Owners of the Property and that it has full authority and power to sign the Agreement and any petitions submitted hereunder and that it has not and will not take any action to change ownership in the Property until after this Agreement is recorded.

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

OWNERS

VILLAGE OF CAROL STREAM

By: Daniel J. Bird  
President, Carol Stream Park District

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

Daniel J. Bird  
(print name)

\_\_\_\_\_  
(print name)

By: Arnold J. Biondo  
Secretary, Carol Stream Park District

Attest: \_\_\_\_\_  
Village Clerk

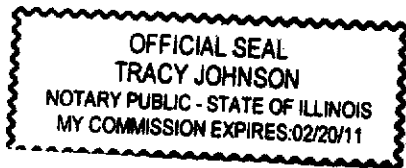
Arnold J. Biondo  
(print name)

\_\_\_\_\_  
(print name)

Subscribed and sworn to before me this

11th Day of January, 2010

Tracy Johnson  
Notary Public



**RESOLUTION NO. 2453**

**A RESOLUTION RECOGNIZING THE  
2009 GLENBARD NORTH VARSITY PANTHER FOOTBALL TEAM**

Whereas, under the leadership of Head Coach Ryan Wilkens and his dedicated staff of assistants, the Glenbard North Panthers Varsity Football squad worked hard all season earning a 6-1 record in the DuPage Valley Conference;

Whereas, on October 30<sup>th</sup>, the Panther's Football Squad began competition in the IHSA 8A Football Playoffs at Weber Field beating the St. Andrew Thunderbolts of Tinley Park by a convincing 29-0 shutout;

Whereas, the Panthers continued their march in the 8A playoffs beating the Sandburg High Eagles 27-0 in the 2<sup>nd</sup> round and the Downers Grove South Mustangs 7 - 3 in the quarter finals;

Whereas, the Panthers Varsity Football Squad finished their storied season with an impressive 11-2 record outscoring their playoff opponents in the 8A tournament by a combined score of 77-17 recording two shutouts in the process.

Whereas, every member of the Panther's Varsity Football Squad played like champions all season, and in doing so represented the Carol Stream community and their school with nothing but class.

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 2009 Glenbard North varsity Panther's Football Squad is hereby recognized for their outstanding season.

SECTION 2: Coach Wilkens and his fine staff of assistants are duly recognized for successfully preparing the team's student athletes to compete on the field of play taking them all the way to the 8A semi-finals.

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

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY JANUARY 2010.

AYES:

NAYS:

ABSENT:

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

ATTEST:


\_\_\_\_\_  
Beth Melody, Village Clerk

# AGENDA ITEM

G-1 1-19-10

## *Village of Carol Stream* Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: January 12, 2010

RE: Award of Contract for Consultant Engineering Services -  
Thunderbird Trail Bridge Deck Replacement Project

In 2009 the Village hired Pavia-Marting & Co. to perform IDOT required bridge inspections. Upon inspection of the Thunderbird Trail bridge over Klein Creek the consultant revealed damage to several of the precast deck panels which forced the closure of part of the street. We were able to maintain two-way traffic as the street was wide enough to accommodate two lanes.

This damage was unforeseen and therefore not budgeted in the current Capital Improvement Program (CIP). The estimated project cost to replace the bridge deck is \$149,000 which has been budgeted in the Village's upcoming CIP. In order to commence construction this summer, Staff must begin the preparation of engineering plans and contract documents. Storm water permits from IDNR/OWR thru DuPage County will also be required. A budget amendment will be required to add the design services for this project.

Engineering Staff obtained proposals from three firms: Pavia-Marting & Co., TranSystems and Engineering Resource Associates, Inc. (ERA). After reviewing the three proposals Staff determined ERA was the most qualified firm. They have familiarity with the area and Village procedures as they designed the West Street/Gundersen Drive Reconstruction Project. ERA's total not to exceed fee is \$30,497 and their proposal is attached for reference.

Staff has reviewed the scope of services, fee, general terms and conditions provided by ERA and found it acceptable. Therefore, Staff recommends award of the contract to ERA in the amount not to exceed \$30,497 for consultant engineering services for the Thunderbird Trail Bridge Deck Replacement Project.

Cc: Stan Helgerson, Finance Department  
Al Turner, Director of Public Works  
William N. Cleveland, Assistant Village Engineer



**ENGINEERING RESOURCE ASSOCIATES, INC.**  
Consulting Engineers, Scientists, & Surveyors

December 21, 2009

Mr. Jim Knudsen, P.E.  
Village Engineer  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188

Subject: Proposal for Design Engineering Services  
Thunderbird Trail Bridge Deck Replacement Project

Dear Jim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for design engineering services for the Thunderbird Trail Bridge Deck Replacement Project. The proposal has been prepared in accordance with our recent meeting, visits to the project site and our experience on previous projects.

**PROJECT UNDERSTANDING**

The Village of Carol Stream desires to replace the bridge deck of the Thunderbird Trail Bridge over Klein Creek. The bridge is a two span, pre-stressed deck beam structure. The deck is in poor condition and has required the Village to restrict usage to the south lane only. The deck has deteriorated because of poor drainage characteristics.

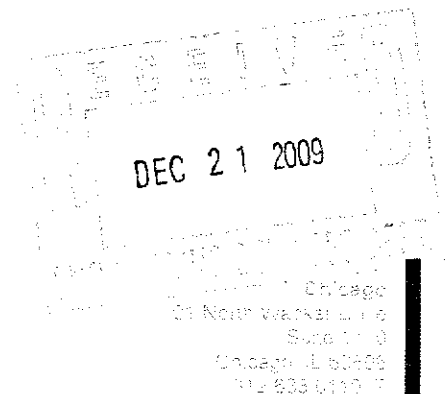
The bridge is located within the regulatory flood plain limits and it has been over topped during moderate and severe storm events. In order to conform to regulatory flood plain requirements, the proposed deck will have to match the existing deck's cross section and elevations. To extend the life of the proposed deck, the Village desires to install a new poured-in-place reinforced concrete deck.

The project will be funded with Village funds and is to be constructed in 2010. The Village has estimated the construction cost will be approximately \$150,000 dollars. The Village of Carol Stream now desires to retain ERA to provide design engineering services for this project.

[www.eraconsultants.com](http://www.eraconsultants.com)

Geneva  
501 West State Street, Suite 200  
Geneva, IL 60134  
T 630.262.8868  
F 630.262.8808

Warrenville  
3s701 West Avenue, Suite 150  
Warrenville, IL 60555  
T 630.393.3060  
F 630.393.2152



Chicago  
31 North Wacker Drive  
Suite 1100  
Chicago, IL 60606  
T 312.633.6100



## SCOPE OF SERVICES

ERA will provide design engineering services in accordance with the following work plan.

### 1. **Meetings (2 Total)**

- a. Kickoff meeting with Village staff
- b. A review meeting to discuss comments and revisions to the 95% PS&E submittal

### 2. **Data Acquisition**

- a. Aerial based tax mapping from DuPage County
- b. Digital contour mapping from DuPage County
- c. Previous plans and specifications from Village
- d. Storm, sanitary and water atlases from Village
- e. Private utility atlases from utility companies including electric, telephone, gas and cable
- f. Floodway and floodplain mapping from DuPage County
- g. Bridge inspection report from Village
- h. Regulatory floodplain model from FEMA

### 3. **Field Survey / Inspection**

- a. Field topographic survey of the bridge deck and roadway
  - i. Obtain elevations of the entire deck in a 10' by 10' grid.
  - ii. Planimetric features on the bridge deck such as railings, curb and gutter etc.
  - iii. Planimetric features along the roadway for 100' in each direction
- b. Verify deck thickness and dimensions
- c. Conduct a cursory inspection of the of the structure that will remain to determine if any repairs are required

### 4. **Base Plans**

- a. Merge acquired data and downloaded survey data
- b. Prepare base plans of existing conditions (1/4" = 1')

### 5. **Plans, Specifications and Estimates (PS&E)**

- a. Prepare plans to show proposed improvements including the following anticipated sheets
  - i. Cover Sheet and Location Map (1 sheet)
  - ii. General Notes and Summary of Quantities (1 sheet)
  - iii. Traffic Control / Detour Plan (1sheet)
  - iv. Demolition Plan (1 sheet)
  - v. Bridge Plan (2 sheets)
  - vi. Structural Details (2 sheets)
- b. Prepare specifications using IDOT and Village of Carol Stream standards
- c. Prepare engineer's opinion of probable construction cost using unit price pay items
- d. PS&E will be submitted for review and approval from Village staff at the 95% and 100% completion stages
- e. Meet with Village staff to review comments following each submittal
- f. Revise PS&E accordingly



## 6. **Permit Assistance**

As the bridge deck is proposed to be replaced in kind it can be considered a maintenance project which minimizes the permitting requirements. ERA has identified 4 potential permitting agencies for the bridge deck maintenance.

- a. *Village of Carol Stream* – It is anticipated that the Village would review and approve the bridge deck replacement plans. No further engineering is anticipated. No time or costs have been included for Village permitting. It is assumed that the final plan set will be sufficient for approval.
- b. *Army Corps of Engineers* – No permit would be required as it is anticipated that the proposed improvements will be constructed from the roadway eliminating impacts to the channel. If construction were to impact the channel an Army Corps permit would be required. For the purpose of this proposal it is assumed that channel impacts will be avoided and permitting through the Army Corps will not be required.
- c. *Illinois Department of Natural Resources Office of Water Resources (IDNR/OWR)* – IDNR/OWR regulates work that impacts the floodway. As floodway is present an IDNR/OWR permit would be required. IDNR/OWR typically delegates their review authority to DuPage County thus floodway permitting would be authorized through DuPage County. For the purpose of this proposal it is assumed that approval from IDNR will not be required. DuPage County will require a letter from IDNR/OWR giving them review authorization. ERA will submit permit forms to IDNR/OWR to acquire the delegation letter.
- d. *DuPage County* – DuPage County considers the project to be a maintenance project and would typically not require a County submittal. However, as the proposed replacement is located within the floodway and it is anticipated that IDNR/OWR will provide the County floodway review authority, a tab submittal will be required. Based upon conversations with DuPage County staff Clayton Heffner and David Winklebleck this would require tabs 1, 2, 6, and 7 and a tab 3 that demonstrates that IDNR/OWR requirements have been met.

Per the IDNR/OWR 3708 rules for construction in a floodway, section 3708.70.D.3 states "In the case of bridge or culvert reconstruction and modification, if the existing bridge or culvert and roadway approach is a source of flood damage to buildings or structures in the upstream flood plain, based on the above review, the applicant's engineer must evaluate the feasibility of redesigning the structure to reduce the existing backwater, taking into consideration the effects on flood stages on upstream and downstream properties". As it appears that water overtops the bridge during storm events greater than the 10-year, there is the potential for the Thunderbird Bridge to be a source of flood damage. Therefore, some hydraulic modeling will be necessary to address this requirement as described in task 7.

As no wetland impacts or riparian impacts are anticipated, tabs 4 and 5 have been excluded. In addition, as this is a government project, the county should not require the Village to post a letter of credit, therefore, not requiring a tab 8 cost estimate. A variance to the DuPage County Stormwater ordinance is not anticipated so a tab 9 submittal has not been included. One submittal to DuPage County is anticipated in the cost of task 6d.



DuPage County permitting costs have not been included in this proposal. It is anticipated that the Village of Carol Stream will pay for DuPage County permitting and is not included in the not to exceed fee.

## 7. **Hydraulic Modeling**

Based upon a review of the floodplain maps of Klein Creek, it appears that several upstream homes are located within the floodplain, therefore, IDNR 3708.70.D.3 should be addressed. In order to adequately address this requirement, Klein Creek is required to be modeled with the Thunderbird Bridge removed. If upstream floodplain elevations significantly decrease the Village is required to analyze the effects of replacing the old bridge with a hydraulically more efficient bridge. Based on the flood profile of Klein Creek it is anticipated that removing the Thunderbird Bridge will not have a significant impact on upstream floodplain elevations. Therefore, an analysis of replacing the old bridge with a more efficient bridge is not anticipated.

The following hydraulic modeling steps are anticipated to demonstrate that the existing Thunderbird Bridge is not a source of flood damage and therefore the proposed deck replacement is in compliance with IDNR 3708.70.D.3.

- a. *Obtain the FEMA regulatory model* - It is anticipated that a hard copy of the regulatory model will be available for ERA to obtain. It is anticipated that the regulatory model has been performed using they typical hydraulic programs including HEC-2, HEC-RAS, or WSP2. The FEMA cost for obtaining the regulatory model will be billed directly and are not included in the not to exceed fee.
- b. *Re-create regulatory model* – ERA will convert the regulatory model to an electronic HEC-RAS model. A summary output table will be created to demonstrate the regulatory model is performing similar to the original model.
- c. *Natural Conditions Model* – ERA will remove the Thunderbird Bridge from the model and replace it with a typical stream cross-section. This will simulate a natural condition floodplain. A summary output table will be created to demonstrate what effect the bridge has on upstream floodplain elevations. Based on the existing flood profile it is anticipated that the natural conditions will have little impact to upstream floodplain elevations.

No FEQ modeling is anticipated for this project.

## 8. **Bidding Assistance**

- a. Provide reproducible plans and specifications for printing and distribution by Village staff
- b. Respond to bidder questions and assist in preparing addenda
- c. Review bids and provide award recommendations
- d. Attend pre construction meeting

## 9. **Deliverables**

- a. 95% PS&E – 1 printed set
- b. 100% PS&E – 10 printed sets, 1 set of originals and 10 electronic PDF files of PS&E for bid distribution by Village staff



### SERVICES NOT INCLUDED

The following services are specifically excluded from the scope of services.

- Geotechnical Services
- FEQ modeling
- Stormwater modeling (except as described in item 6 above)
- Wetland Services/Permitting
- Detention design associated with disturbed areas.
- Floodplain/Floodway cut & fill calculations
- Attendance at Public Meetings (billed hourly)
- Design of offsite utilities
- Construction Layout
- Best Management Practices

### SCHEDULE

ERA will provide engineering services described above in accordance with the following anticipated project schedule.

Project Initiation	January 4, 2010
Complete Field Survey and Base Plans	January 11, 2010
Submit 95% PS&E	February, 2010
Submit 100% PS&E and Issue for Bids	March, 2010

### FEES

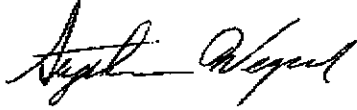
Fees for engineering services described in this proposal are proposed on a cost plus, not to exceed basis using an hourly rate multiplier of 2.85 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup. Our total not to exceed fee for this assignment is \$30,497.

A detailed summary of anticipated hours and fees and average hourly payroll rates is included on the following page.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this important project. Please advise if you have any questions or comments.



Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.



Stephen R. Wegner, P.E.  
Principal

**ACCEPTANCE & AUTHORIZATION OF PROPOSAL  
& GENERAL TERMS AND CONDITIONS  
VILLAGE OF CAROL STREAM**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

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**AGENDA ITEM**

*Village of Carol Stream* <sup>G-2</sup> 1-19-10

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services



DATE: 1/11/2010

RE: Reduction No 1 - Armstrong Park Shoreline Erosion Stabilization Phase II

The Carol Stream Park District has submitted Reduction Request No. 1 for a reduction in letter of credit no. HACH 252442OS for improvements in the above project. The applicable amount of reduction should be \$158,145.25, as indicated below.

Total security originally provided	\$181,867.00
Adjusted security at 115% of estimate	\$181,866.75
Difference	\$0.25
Total work completed to date	\$158,145.00
Total additional reduction (see worksheet)	\$0.00
Total authorized reduction from original security	\$158,145.25
Amount previously authorized	\$0.00
Amount of this reduction	\$158,145.25
Remaining balance of the security	\$23,721.75

All the work as shown on the reduction request has been completed per the approved plans and Village specifications. Therefore, the letter of credit may be reduced as shown.

**VILLAGE OF CAROL STREAM  
ENGINEERING SERVICES DEPARTMENT  
ENGINEER'S PAY ESTIMATE**

PROJECT: **Armstrong Park Shoreline Erosion Stabilization Phase II**

ESTIMATE AMOUNT:	\$158,145.00	PAYABLE TO:	Carol Stream Park District
BOND AMOUNT:	\$181,867.00		
115% OF ESTIMATE:	\$181,866.75		
DIFFERENCE:	\$0.25		
DATE OF ESTIMATE:	4/28/2009	LETTER OF COMMITMENT NO.:	HACH2524420S
ESTIMATE NUMBER:	1		

PERCENT	DESCRIPTION	100% PRICE	TOTAL
100 %	Shoreline Stabilization Phase II	\$158,145.00	\$158,145.00
TOTAL AMOUNT APPROVED TO DATE:			\$158,145.00
ADDITIONAL AMOUNT AUTHORIZED DUE TO CHANGE IN LOC POLICY:			\$0.25
ADDITIONAL (COMMENT):			\$0.00
TOTAL REDUCTION:			\$158,145.25
LESS PREVIOUS REQUESTS: (ENTER AS NEGATIVE)			\$0.00
<b>AMOUNT NOW DUE:</b>			<b>\$158,145.25</b>

I/WE HEREBY CERTIFY THAT THE ABOVE QUANTITIES ARE CORRECT AND DESERVE PAYMENT AT THIS TIME:

**VILLAGE OF CAROL STREAM**

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Village Engineer

\_\_\_\_\_  
Date

**DEVELOPER**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date




# AGENDA ITEM

G-3 1-19-10

## *Village of Carol Stream* Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: January 11, 2010

RE: Local Agency Agreement for Federal Participation –  
Kuhn Road Bikeway Phase II Drawings

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current cost estimate for Phase II engineering (design drawings) is \$153,210, of which \$122,568 is from FHWA funding and \$30,642 is from Village and Park District funding. Actual costs will be used in the final division of cost for billing and reimbursement.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost.

Engineering staff therefore recommends the agreement be signed by the Mayor. If you have any questions, please call.


Cc: James T. Knudsen, Director of Engineering Services  
Stan Helgerson, Finance Director

# AGENDA ITEM

6-4 1-19-10

## Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: January 12, 2010

RE: Engineering Services Agreement for Federal Participation -  
Kuhn Road Bike Trail Phase II Construction Drawings

Engineering Services has received a proposal from TranSystems for an Engineering Services Agreement for Federal Participation for preparation of Phase II (design drawings) for the Kuhn Road Bike Trail project. In February of 2008 the Village Board awarded the Phase I (preliminary engineering) contract to TranSystems, and they have been in the process of obtaining State and Federal approval for the Preliminary Design Report (PDR) for the past two years. Approval of the PDR is expected to occur in February.

TranSystems is very familiar with the unique procedures and processes of the Federal Highway Administration (FHWA) and IDOT required to be followed in order to receive federal funding. They have assisted the Village in obtaining funding for Lies Road and Fullerton Avenue industrial street repaving projects, the Lies Road and Kuhn Road Bike Trail Projects, the Lies Road repaving project from Gary to Kuhn using American Recovery and Reimbursement Act (ARRA) funds, and most recently in obtaining Illinois Transportation Enhancement Program (ITEP) funds for the West Branch/Fair Oaks Road Bridge Trail project.

Of the \$373,000 in Congestion Mitigation and Air Quality (CMAQ) funds obtained from the Chicago Metropolitan Agency for Planning (CMAP) for engineering and right-of-way, we have used a little over \$100,000 in the Phase I engineering process. The estimate for Phase II process includes; plan preparation, wetland mitigation, and right-of-way negotiation, is in the amount of \$153,210, of which \$122,568 is from FHWA-CMAQ funding and the remainder from Village and Park District funds. This leaves about \$150,000 in CMAQ funds for actual right-of-way purchases and Phase III construction engineering. We also have the opportunity to request additional unused CMAQ funds if needed to complete the project but can not use CMAQ funds as our local match to the \$788,000 we have received in Surface Transportation Program (STP) construction funds obtained in 2007.

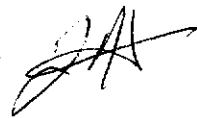
Engineering Staff therefore recommends that the Request for Proposal (RFP) process be waived and that the Phase II Engineering Services Contract for the Kuhn Road Bike Trail be awarded to TranSystems Corporation in the amount of \$153,210. This cost includes right-of-way negotiation services in the amount of \$22,700 for up to four parcels, and the cost of wetland mitigation permitting of \$35,764.06. The FHWA will reimburse 80% of this cost (\$122,568) and the remaining 20% (\$30,642) split between the Village and Park District. The CIP budget for this year includes \$49,000 for Phase II of this project, and it is unlikely we will spend that amount before May 1<sup>st</sup>.

Cc: James T. Knudsen, Director of Engineering Services  
Stan Helgerson, Finance Director  
Al Turner, Public Works Director  
Arnie Biondo, Executive Director, Carol Stream Park District

6-5 1-19-10

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

**TO:** Joe Breinig, Village Manager

**FROM:** John A. Turner, Director of Public Works 

**DATE:** January 13, 2010

**RE:** Tubeway Storm Water Lift Station – Recommendation to Award Construction Contract

Included in the FY11 Capital Improvement Plan is the replacement of the 35 year-old Tubeway Storm Water Lift Station. Due to an equipment malfunction, this station has been operating for the last eight months on only one of its two pumps. Inasmuch as replacement was already anticipated, we did not proceed with the estimated \$12,000 repair and instead have prepared the construction documents to proceed with construction as quickly as possible in the spring of 2010.

On December 8, 2009, construction bids were received from fourteen prospective bidders as tabulated on the attached sheet. The engineer's construction estimate was \$295,000. The high bid was \$346,900, and the low bid was \$155,500. The low bid from Cecchin Plumbing and Heating of Bloomingdale, Illinois, has been reviewed by our consulting engineers, Baxter & Woodman, and we believe that this is an accurate and responsible bid from a local company well known in this area.

There has been some speculation that special appropriation funding from Representative Peter Roskam's legislation might become available for this project. Current indications are that the special appropriation funding will cover approximately 55% of the eligible construction cost and can be used as a reimbursement for costs that the Village incurs in proceeding with the project. However, there are also stipulations that indicate that we do so at our own risk, and that there is the possibility that the project would not become eligible wholly or in part if we proceed prior to receiving final commitment. Considering the condition of the current station and the need to get it back to full operation as quickly as possible, and in light of the very favorable bids received for the construction, it is my recommendation that we proceed with the project by awarding to the low responsible bidder, Cecchin Plumbing and Heating of Bloomingdale, Illinois, in the amount of \$155,500. I will continue to work with Representative Peter Roskam's office and the USEPA in securing any funding reimbursements available for this project.

JAT:lm  
enc.

**Bid Tabulation for  
Tubeway Storm Water Lift Station**

<b>Bidder</b>		<b>Amount</b>
Cecchin Plumbing & Heating	Bloomingtondale, IL	\$155,500
DiMeo Brothers, Inc.	Elk Grove, IL	\$187,000
Marc Kresmery	Elgin, IL	\$214,800
Pirtano	Addison, IL	\$228,000
Glenbrook Excavating	Wauconda, IL	\$237,000
Martam Construction	Elgin, IL	\$247,060
H. Linden & Sons	Yorkville, IL	\$247,776
Bolder Contractors	Deerfield, IL	\$256,000
Mosele & Associates	Ingleside, IL	\$274,472
Kovilic Construction	Franklin Park, IL	\$346,900
Engineer's Estimate		\$295,000

# AGENDA ITEM

G-6 1-19-10

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

**TO:** Joseph Breinig, Village Manager

**FROM:** Matthew R York, Assistant Public Works Director *MR*

**DATE:** January 14, 2010

**RE:** Emerald Ash Borer Compliance Agreement

On August 20, 2007, the Village Board approved the initial Emerald Ash Borer Compliance Agreement. This original agreement listed out best management practices for dealing with Ash tree removals and waste.

In December 2009, the Illinois Department of Agriculture has changed the procedures to make them less stringent for municipalities and contractors for moving tree waste within the municipality limits. Village employees do not take waste outside of the Village limits, so the new procedures do not apply to us. Any waste removed by our tree maintenance contractor would be the responsibility of the contractor to follow the regulations set under this agreement.

At this time we are asking to have the updated compliance agreement signed so we can be in compliance with the Illinois Department of Agriculture.

John Turner 043-030  
Village of Carol Stream 500 N. Gary Ave.  
Carol Stream IL 60188 630-871-6260  
myork@carolstream.org  
DuPage County

## Illinois Department of Agriculture DIS EMERALD ASH BORER COMPLIANCE AGREEMENT

Contact Name: Mr./Ms. \_\_\_\_\_

Mailing Address: Street \_\_\_\_\_ City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

County \_\_\_\_\_

Disposal or Processing Yard Location (if different than mailing address above): Street \_\_\_\_\_

City/Town \_\_\_\_\_ Zip code \_\_\_\_\_ County \_\_\_\_\_

**Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)  
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 901 et seq.)**

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

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

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

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

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

Signature/Title \_\_\_\_\_ Date Signed \_\_\_\_\_

State Agency Official Signature \_\_\_\_\_ Compliance Agreement No: \_\_\_\_\_

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



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

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

# AGENDA ITEM

G-7 1-19-10

## *Village of Carol Stream*

### INTER-DEPARTMENTAL MEMO

TO: Joseph E. Breinig, Village Manager

*Rm*

FROM: Robert Mellor, Assistant Village Manager

DATE: January 15, 2010

RE: Award of Contract – Janitorial Services

Last year the Village Board renewed the contract for janitorial services cleaning of the Municipal and Public Works Centers to Uni-Max Management Corporation for a total bid price of \$52,200 with the option to renew their contract subject to satisfactory performance.

Uni-Max satisfactorily completed their second year of the contract. This year, due to declining budget revenues, staff discussed alternative cleaning options with Uni-Max that would lower the cost of service without drastically impacting Village operations. The most cost effective option is to reduce the scope of services and frequency of cleaning from 7 days/week in the Police Department and 5 days/week for the remainder of the Municipal Center and Public Works Center to 3 days/week. This option should not result in any undue hardship on employees nor should it result in a significant degradation of cleaning services. The Building Maintenance staff with the help of the office employees should be able to maintain their work areas on alternate cleaning day schedules. **This option lowers the cleaning contract by \$22,248/year. It is recommended that the Village Board approve the third year of the janitorial service contract with Uni-Max Management Corporation for cleaning services at the Municipal Center and Public Works Center in the amount of \$29,952/year.**

Cc: Rick Lescher, Municipal Buildings and Grounds Supervisor

# AGENDA ITEM

H-1 1-19-10

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

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT  
(MCCASLIN PARK - 27W650 NORTH AVENUE)**

WHEREAS, the Carol Stream Park District, owner of the property at 27W650 North Avenue, such property being legally described in the Annexation Agreement, wishes to enter into a binding agreement with respect to the future annexation of this property to the Village of Carol Stream; and

WHEREAS, the Village Board of Trustees, pursuant to proper legal notices, has held a public hearing regarding the annexation of this property; and

WHEREAS, an annexation agreement has been drafted and found acceptable by the parties thereto.

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 Mayor and Village Clerk are hereby authorized to execute an annexation agreement regarding the annexation of this property at 27W650 North Avenue, McCaslin Park, legally described in the Annexation Agreement, appended to and made a part of this Ordinance as Appendix A.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY 2010.

AYES:

NAYS:

ABSENT:



---

Frank Saverino, Sr., Mayor


ATTEST:

---

Beth Melody, Village Clerk

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

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

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

**DATE:** January 12, 2010

**RE:** **Agenda Item for the Village Board Meeting of January 19, 2010**  
**McCaslin Park Preannexation Agreement**

---

**PURPOSE**

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

**DISCUSSION**

The Carol Stream Park District has requested a Southwest Corridor Preannexation Agreement for the purpose of connection to Village utilities. Staff provided a standard form of agreement to the Park District for use by their attorney in preparing a proposed agreement. The Village Attorney and staff have reviewed the attached agreement and we find it acceptable.

The attached agreement was developed by the Village Attorney and the Park District attorney, and was approved by the Park District Board on December 14, 2009. Staff has reviewed that agreement and we find it acceptable.

**RECOMMENDATIONS**

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

RJG:bg

u:\annexations\benjamin.vbmemo1.doc

**ANNEXATION AGREEMENT  
SOUTHWEST CORRIDOR**

This Agreement made and entered into this 11<sup>th</sup> day of January, 2010, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and the Carol Stream Park District, Du Page County, Illinois (hereinafter referred to as the "Owners").

WITNESSETH:

WHEREAS, the Owners are the Owners of record of certain real estate, described as

**That part of the West Half of the Northwest Quarter of Section 36, Township 40 North, Range 9 East of the Third Principal Meridian described as follows:**

**Beginning at the intersection of the West line of the East Half of the Northwest Quarter of said Section 36 and the North Line of North Avenue (State Route 64) heretofore dedicated per Documents 252200, 252201, 334933; thence North 81 Degrees 07 Minutes 06 Seconds West, 1156.76 Feet along said North Line; thence North 00 Degrees 00 Minutes 27 Seconds East, 336.26 Feet; thence North 50 Degrees 41 Minutes 48 Seconds West, 41.35 feet; thence North 00 Degrees 00 Minutes 27 Seconds East, 174.66 Feet; Thence South 89 Degrees 59 Minutes 33 Seconds East, 150.00 Feet; Thence North 00 Degrees 00 minutes 27 Seconds East, 720.00 Feet; thence North 88 Degrees 32 Minutes 12 Seconds East, 773.01 Feet; thence South 28 Degrees 41 Minutes 31 Seconds East, 530.58 Feet to the aforementioned West Line of the East Half of the Northwest Quarter of Section 36, thence South 00 Degrees 09 Minutes 37 Seconds West, 990.00 Feet along said West Line to the point of beginning, in DuPage County, Illinois.**

follows:

(hereinafter referred to as the "Property"); and

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

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

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

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

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

1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated herein by reference.
2. The Owners, within thirty (30) days after a written notice from the Village indicating that the Property is now contiguous to the Village, shall submit to the Village an executed Petition for Annexation and plat of annexation in the form provided by law. The Owners shall pay the publication fees and recording fees.
3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of the execution of this Agreement. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. The Property may not be annexed to any City or Village other than the Village of Carol Stream during the term of this Agreement.
4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation, the new Owner or Owners shall submit to the Village a properly executed acknowledgement and acceptance of this Agreement within thirty (30) days of acquiring such interest which shall also notify the Village of the identity of the new Owner and the new Owner's address and telephone number. It shall be the responsibility of the new Owner or Owners to see to the submission of these items. Provided, however, the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.
5. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.
6. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village either on its own or with any other properties may, at any time prior to expiration of this Agreement, annex the Property. The Owners, or their successors in interest, shall assist the Village and take all actions or steps necessary, including, but not limited to, preparing and executing new petitions for annexation,

waivers and plats to accomplish said annexation. The Owners shall, at the expense of the Village, within fourteen (14) days after receiving a written request from the Village, join in any court proceeding, (represented by an attorney experienced in such matters chosen by the Village), which can result in the annexation of the Property, wither itself or along with other Property, to the Village. Upon annexation, the Property shall become subject to all applicable ordinances of the Village, except as may be otherwise provided in law or this Agreement, provided that no change in ordinances shall become effective on the property until six months after their passage.

7. The Owners may connect to the Village water and sewer systems, upon payment of the Special Southwest Utility construction fee in the amount of \$1,296.31 which shall be paid at the time the Agreement is executed.
8. The Owners shall connect to the Village sewer and water systems and utilize only Village water within one year from the date of this annexation. The Owners shall abide by the same rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village. The Owners shall pay regular Village connection charges and tap-on fees. Until the Property is annexed to the Village, the Owners shall pay 150% of the customer charges applicable to uses within the Village.
9. Upon annexation, the property will be zoned to permit public park and related activities and any purposes, activities and developments authorized to an Illinois Park District under the Illinois Park District Code, presently and as amended from time to time. (70 ILCS 1205/1-1 et seq.) All new development on the property, after the execution of this Agreement, shall take place only in accordance with the provisions of the Planned Unit Development section of the Carol Stream Zoning Ordinance. The Village shall retain authorization for site plan approval for all new construction on the property. The site plan approval shall include the approval of ingress and egress, location and number of structures, parking, lighting, drainage, subdivision code and all other requirements of the Village's Planned Unit Development Ordinance, and other ordinances of the Village dealing with land development or construction, unless jurisdiction is exclusively assigned to another governmental entity by statute. The Village Board, either with or without a public hearing before itself or some Board or Commission, may waive by motion the necessity of the Owners to comply with all such provisions. Whenever in this Agreement prior to annexation the Owners are required to seek approval of the Village for a plan, permit or other activity, the Owners shall be required to pay to the Village the appropriate fee associated with the review, inspection and administration of that municipal regulation. Provided, however, that where there is additional supervision and payments required by the County, the Village shall choose to reduce the amount of the fee or charge to reflect, in those cases where it is applicable, the fact that the Village may, at its option, permit the regulation and personnel time of the County to suffice with a second level of action by the Village. The Owners shall also pay such fees as are normally paid to outside consultants to review documents and applications. During the life of this annexation agreement, neither the Owner nor any tenant on the Property shall enter into a sales tax rebate agreement which would

cause sales at retail to be reported as approved in another jurisdiction which agrees to return a rebate.

10. The Parties may seek to enforce the terms of this Agreement through a suit seeking specific performance, damages, injunction and its costs of enforcing the agreement, including attorneys' and expert witnesses' fees. The parties intend that the standard, which a court would use under such circumstances, shall be the same standard which would be used if the Property were within the Village. The intent of the Village and the Owners in agreeing to the provisions of this Agreement is not to unduly restrict the ability of the Owners to develop the Property, but rather to make certain that the Property, which will ultimately be within the corporate boundaries of the Village, is developed fully in accordance with the ordinances of the Village.
11. Where land annexed to the Village is not annexed to any fire protection district, the Owners shall promptly, upon annexation to the Village, petition for annexation to the Carol Stream Fire Protection District.
12. The Parties or their successors or assigns, may, in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance, but they may not seek monetary damages.
13. This Agreement may only be amended by written instruments signed by both parties, and after the procedures required by law or ordinance to cause the amendment of an annexation agreement.
14. The term of this Agreement shall be twenty (20) years from the date of execution hereof. And, if permitted by law, within one (1) year before or after the expiration of the initial twenty (20) year term, the Village may, at its option, extend the term of this Agreement for an additional 20 years if the property has not been annexed by the Village.
15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole other than the part so declared invalid. The parties shall then negotiate in good faith to seek to reestablish the powers and duties found to be invalid. The Owners or the Village shall be obligated to execute any document or take any additional action which may be required to correct any defect which has resulted or could result in the invalidation of this Agreement in whole or in part.
16. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.
17. The undersigned Owners warrant that it constitutes all Owners of the Property and that it has full authority and power to sign the Agreement and any petitions submitted hereunder and that it has not and will not take any action to change ownership in the Property until after this Agreement is recorded.

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

OWNERS

VILLAGE OF CAROL STREAM

By: *Daniel J Bird*  
President, Carol Stream Park District

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

Daniel J. Bird  
(print name)

\_\_\_\_\_  
(print name)

By: *Arnold J Biondo*  
Secretary, Carol Stream Park District

Attest: \_\_\_\_\_  
Village Clerk

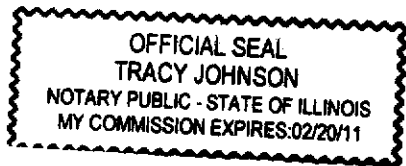
Arnold J. Biondo  
(print name)

\_\_\_\_\_  
(print name)

Subscribed and sworn to before me this

11th Day of January, 2010

*Tracy Johnson*  
Notary Public



# AGENDA ITEM

*Village of Carol Stream* H-2 1-19-10

## Interdepartmental Memo

To: Village Manager Joe Breinig

From: Chief Kevin Orr *K Orr*

Date: January 14, 2010

Re: The police department requests that the Village Board approve the attached ordinance for Vehicle Seizure and Impoundment, which establishes a \$500 administrative fee for vehicles towed due to involvement in certain criminal offenses.

The attached proposed ordinance establishes an administrative tow fee of \$500 for vehicles towed due to involvement in certain criminal offenses. The ordinance is very similar to those enacted in surrounding communities. I had Stewart Diamond review this ordinance and he has approved its content as attached.



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

**AN ORDINANCE PROVIDING FOR  
VEHICLE SEIZURE AND IMPOUNDMENT.**

WHEREAS, the Police Department of the Village of Carol Stream has experienced numerous instances in which individuals are not able to continue to drive vehicles within the Village because they have been placed under arrest for certain offenses or they are observed by the police or other Village officials or employees in a condition where it would not be safe for them to drive a vehicle or a proper license permit or privilege to operate a vehicle is not within their possession or receipt; and

WHEREAS, under such circumstances, the police and other Village officials are required to expend time and effort in seeing to it that the vehicle is impounded so that it does not constitute a danger to traffic, an impediment or distraction for traffic or remain abandoned for an extensive period of time and become subject to vandalism, mischief or otherwise detract from the regulated parking restriction provisions in force within the community; and

WHEREAS, a substantial period of time can be devoted by municipal officials in providing security for the vehicle, attempting to determine whether some other person is lawfully capable of driving the vehicle, so that no impoundment is necessary, and, in some cases, providing assistance to the passengers in the vehicle, including minors, where the vehicle is to be impounded; and

WHEREAS, the Corporate Authorities have determined that it is prudent and within its power and authority to establish a standard fee for the actions and services required by the municipality where the Police Department or other Village personnel has reasonable cause to

believe that the driver of a vehicle is operating that vehicle in violation of a number of State statutes and local governmental ordinances; and

WHEREAS, the Village wishes to establish an Administrative and Public Safety Fee to cover the costs of the Village in carrying out this important activity, which is crucial to the public health, safety and welfare within the Village; and

WHEREAS, the Village believes that a fee of \$500.00 bears a reasonable relationship to the actual costs which have been incurred or are likely to be incurred by the Village during the variety of circumstances under which the impoundment of a vehicle is found to be necessary; and

WHEREAS, the Corporate Authorities recognize that, in some instances, the actual cost to the Village, incurred in the impoundment of the vehicle, may be less than the amount of the fee established, but, in other cases, it is anticipated that the cost of the service will greatly exceed the amount of the fee; and

WHEREAS, the goal of the Village in establishing a fee is to be able to actively carry out the impoundment service and to reasonably recover its costs and is not instituted for the purpose of taxation or income generation;

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: There shall be added to Chapter 8, "Traffic Code," of the Village of Carol Stream Code of Ordinances, a new Article 7, "Vehicle Seizure and Impoundment," which shall read, as follows:

**ARTICLE 7. VEHICLE SEIZURE AND IMPOUNDMENT**

**Section**

<b>8-7-1</b>	<b>Definitions</b>
<b>8-7-2</b>	<b>Acts subjecting vehicle to seizure and impoundment; administrative and public safety fee</b>
<b>8-7-3</b>	<b>Seizure and impoundment procedures</b>
<b>8-7-4</b>	<b>Release of motor vehicle</b>
<b>8-7-5</b>	<b>Right to a hearing; posting of bond</b>
<b>8-7-6</b>	<b>Notice of seizure and impoundment</b>
<b>8-7-7</b>	<b>Collection of unpaid administrative and public safety fee</b>
<b>8-7-8</b>	<b>Lien holders</b>
<b>8-7-9</b>	<b>Release of motor vehicle not allowed</b>
<b>8-7-10</b>	<b>Multiple owners</b>

**§ 8-7-1        DEFINITIONS.**

For the purposes of this Article, the following definitions shall apply unless the context clearly indicates a different meaning.

**BUSINESS DAY** means any day in which the office of the village clerk of the Village of Carol Stream is open to the public for a minimum of seven hours.

**MOTOR VEHICLE OR VEHICLE** means every vehicle which is self-propelled, including, but not limited to, automobiles, trucks, vans, motorcycles and motor scooters, and shall include every vehicle defined by Section 1-146 of the Illinois Vehicle Code.

**OWNER** means a person who holds legal title of a vehicle, or in the event a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or in the event a mortgagor of such vehicle is entitled to possession, then such conditional vendee or lessee or mortgagor shall be deemed the owner. Any person may, with the owner's express permission, perform any act that the owner is authorized to perform.

**§ 8-7-2        ACTS SUBJECTING VEHICLE TO SEIZURE AND IMPOUNDMENT;  
ADMINISTRATIVE AND PUBLIC SAFETY FEE.**

(A) A motor vehicle that is driven, used, or operated, by a person who is reasonably charged or could be charged with any of the following violations shall be subject to seizure and impoundment by the village:

- (1) Driving a motor vehicle under the influence of alcohol, other drug or drugs, intoxicating compound(s), or a combination thereof, as prohibited in Section 5/11-501(a) of the Illinois Vehicle Code, 625 ILCS 5/11-501(a);
  - o
- (2) Driving a motor vehicle while driver's license, permit or privilege to operate a motor vehicle is suspended or revoked, regardless of whether the revocation or suspension was of an Illinois driver's license or the driver's license from another state;
- (3) Driving a motor vehicle without ever having been issued a valid driver's license; or
- (4) Driving a motor vehicle when the driver's license has been expired for more than one year, or the driver's permit, restricted driver's permit or other driving privilege has expired, regardless of whether such expired license, permit, restricted driver's permit or other driving privilege was previously issued by the State of Illinois or another state.
  
- (5) Fleeing or attempting to elude, 625 ILCS 5/11-204
- (6) Street racing, 625 ILCS 5/11-506
- (7) Firearms offenses
  - (a) Unlawful use of weapons, 720 ILCS 5/24-1.
  - (b) Unlawful use or possession of weapons by felons or persons in the custody of the department of corrections facilities, 720 ILCS 5/24-1.1.
  - (c) Aggravated discharge of a firearm, 720 ILCS 5/24-1.2.
  - (d) Aggravated discharge of a machine gun or a firearm equipped with a device designed or used for silencing the report of a firearm, 720 ILCS 5/11-1.2-5.
  - (e) Reckless discharge of a firearm, 720 ILCS 5/24-1.5.
  - (f) Aggravated unlawful use of a weapon, 720 ILCS 5/24-1.6.
- (8) Drug offenses:
  - (a) Possession of cannabis more than thirty (30) grams, 720 ILCS 550/4 (d), (e), (f) and (g)
  - (b) Unauthorized possession of controlled substances, 720 ILCS 570/402

(B) No vehicle shall be seized and impounded pursuant to paragraphs (a)(3) and (4), above, if the driver was driving pursuant to certain exceptions to the licensing requirements, as allowed in the exemption provision, Section 5/6-102, of the Illinois Vehicle Code.

(C) In the event a motor vehicle is seized and impounded pursuant to this Article, the owner of the motor vehicle shall be liable to the village for an administrative and public safety fee of five hundred dollars (\$500.00), in order to cover the costs incurred by the village in ensuring that the motor vehicle is properly removed from the scene of the incident and the vehicle, personal property enclosed therein, is secured and safeguarded, and any passengers in the vehicle, including children are assisted. All owners of a motor vehicle shall be jointly and severally liable for the administrative and public safety fee.

(D) Upon demonstration that it has the right to possession of a seized motor vehicle, a lessor, whether a rental agency or otherwise, or lien holder of a motor vehicle shall have the right to pay the administrative and public safety fee and be issued a release from the Carol Stream Police Department authorizing it to gain possession of the vehicle.

(E) The administrative and public safety fee is separate and distinct from, and in addition to, any fees or costs owed by the owner to a private towing company for the towing and storage of the vehicle.

### **§ 8-7-3 SEIZURE AND IMPOUNDMENT PROCEDURES.**

(A) Whenever a police officer has reason to believe that a motor vehicle is subject to seizure and impoundment pursuant to §8-7-2, above, the police officer shall order that the vehicle be seized and impounded. The Carol Stream Police Department shall utilize the services of a private towing company. If towed, the motor vehicle must be impounded and stored in a secure facility owned, leased, or operated by the private towing company.

(B) The police officer shall inform the person being arrested for the offenses identified in §8-7-2, or any owner of the vehicle at the scene of the arrest, of the circumstances, rights and obligations related to the:

(1) Seizure and impoundment of the vehicle;

(2) Owner's right to retrieve the vehicle by payment of the administrative and public safety fee to the village and towing and storage fees and costs to the private towing company; and

(3) Availability of posting a bond in the full amount of the administrative and public safety fee and to request a hearing before an administrative hearing officer to determine whether or not the seizure and impoundment was proper.

(C) The police officer shall allow for another properly licensed and otherwise fit person to drive the vehicle, if insured, from the scene of the arrest if that person is the owner, or is authorized by

the owner, and such person is present at the scene prior to the arrival of the tow truck. The police officer shall not be under any duty or requirement to:

- (1) Inform the person being arrested that he or she may contact another person to remove the vehicle from the scene of the incident;
- (2) Allow a driver being arrested to make or send a telephone call, electronic message or other attempt to contact a person to drive the vehicle from the scene of the arrest; and
- (3) Initiate such call, message or contact another person on behalf of the arrestee.

(D) Upon the arrest of a driver for violations referenced in §8-7-2 above, the vehicle shall not be removed from the scene by any owner, or another person authorized by the owner, if the police officer determines that the vehicle should not be released due to the applicability of §8-7-9, below.

(E) The imposition of the administrative and public safety fee shall not apply if the vehicle driven by a person arrested in connection with the offenses identified in §8-7-2, was stolen at that time and the theft was reported to the appropriate police authorities within twenty-four (24) hours after the theft was discovered or reasonably should have been discovered.

#### **§ 8-7-4 RELEASE OF MOTOR VEHICLE.**

(A) The owner of a motor vehicle that is seized and impounded pursuant to this Article may regain possession of the vehicle by first: (i) paying to the village the \$500.00 administrative and public safety fee; or (ii) posting a bond in the full amount of the fee, pursuant to §8-7-5. The fee or bond shall be paid at the Carol Stream Police Department. The fee or bond shall only be paid with cash, credit card, cashier's or certified check, or other type of payment acceptable to the village that has the legal effect of being equivalent to the aforementioned methods of payment.

(B) Upon payment of the fee or bond, the Department shall provide the owner with a document authorizing the release of the vehicle from the private towing company. No release shall be granted unless proof of insurance is provided. The owner may present the Department-issued document authorizing release to the private towing company, and upon payment of any fees and costs to company for towing and storage of the vehicle, shall regain possession of the vehicle.

#### **§ 8-7-5 RIGHT TO A HEARING; POSTING OF BOND.**

(A) Any owner, or lien holder or lessor of record, shall have the right to a hearing before a hearing officer to contest whether the seizure and impoundment was proper. All requests for a hearing shall be made in writing to the Carol Stream Police Department. If a request for a hearing is made, a bond in the amount of five hundred dollars (\$500.00) must be posted with the Carol Stream Police Department and it shall be held by the Village until the hearing officer

makes a final decision.

(B) Hearings shall be held at the time and date as the village may schedule for the conduct of business by the hearing officer. If a request for a hearing is not made at the time the administrative and public safety fee is paid or the bond is posted, the owner shall be deemed to have waived the right to a hearing. No party shall have a right to a hearing unless requested within 10 days of the date of the notice referenced in §8-7-6. The village shall choose an officer or employee of the village to serve as hearing officer. In no case shall the hearing officer be an individual who was involved in the initial decision to impound the vehicle. The hearing officer shall have the authority to require the presence of the officer who directed the impoundment or any other village personnel.

(C) Administrative hearing procedures shall be as follows:

(1) All parties shall be given a reasonable opportunity to present testimony and evidence at the hearing. Continuances of the hearing date must be made in person before the hearing officer and may be granted upon a showing of good cause. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible, subject to the discretion of the hearing officer.

(2) The village shall not be required to produce any police officer or other witness at the hearing. The village may file any and all documents, records or other tangible items prepared or maintained in the normal course of business that it desires the hearing officer to consider at the hearing. The filing of the documents, records or items shall be accompanied by a certification from a Carol Stream Police Officer, certifying that the records, documents or items were prepared or maintained in the normal course of business. Any records, documents or items filed and certified, shall be admitted as evidence at the hearing, and the facts and contents contained therein shall be presumed true and correct without the need for any additional foundation.

(3) If an owner appears at the hearing and the hearing officer determines that the seizure and impoundment was proper, the case will be disposed of at that time. If the owner does not appear at the hearing, then the hearing officer, upon a review of the file, shall make a determination on the question of whether the seizure and impoundment was proper.

(4) If the hearing officer determines by a preponderance of evidence that the seizure and impoundment was proper, the hearing officer shall enter a final order finding the owner of the vehicle liable to the village for the administrative and public safety fee in the amount of \$500.00. In the event a bond was posted, it will be retained by the village as final payment of the administrative and public safety fee. If the hearing officer finds that the seizure and impoundment was not proper, the bond will be returned to the owner and the Department shall issue a release for the vehicle, regarding village charges, if still impounded. A finding that the seizure and impoundment was not proper shall not have any bearing on whether the owner is obligated to pay the towing and storage fees and costs, and the owner must pay all fees and costs owed to the private towing company.

(5) The decision by the hearing officer on the issue of whether the seizure and impoundment was proper, shall constitute a final determination for purposes of judicial review and shall be subject to review pursuant to the Illinois Administrative Review Act, 735 ILCS 5/3-101 *et seq.*, as now or hereafter amended. A party must exhaust its administrative remedies prior to seeking judicial review. In the event that the Administrative Review Act shall not apply, the decision of the hearing officer may be appealed to the circuit court under any available method.

**§ 8-7-6. NOTICE OF SEIZURE AND IMPOUNDMENT.**

(A) The village shall, within five (5) business days after a vehicle is seized and impounded pursuant to this Article, send a written notice by first class mail to all owners of the vehicle listed in the State records as the owner. Copies of the notice shall be sent to any lien holder or lessee or lessor, if determinable using reasonable efforts.

(1) The notice shall: (i) state that the motor vehicle was seized and impounded; (ii) contain all pertinent facts relating to the date, time and reason for the seizure and impoundment; (iii) specify the procedures by which possession of the vehicle may be regained; (iv) state that the failure to regain possession of the vehicle, pursuant to the provisions of this article, shall result in the vehicle being disposed of pursuant to law; and (v) explain the right to request a hearing. In the event a hearing was requested, then the notice shall provide the date and time of the scheduled hearing and the identity of the person requesting the hearing.

(2) The notice shall not be mailed if: (i) the administrative and public safety fee has been paid, and possession of the vehicle has been regained by an owner, within five (5) business days after the vehicle is seized and impounded; or (ii) possession of the vehicle may not be regained due to the vehicle being retained by the Carol Stream Police Department pursuant to the provisions of §8-7-9, below.

**§ 8-7-7 COLLECTION OF UNPAID ADMINISTRATIVE AND PUBLIC SAFETY FEE.**

If an administrative and public safety fee is imposed pursuant to this Article fee shall constitute a debt due and owing the Village of Carol Stream. The village may collect on the debt using all means permitted by law, including, without limitation, obtaining a judgment on the debt and enforcing such judgment against the owner, or disposing of the vehicle as unclaimed vehicle. The village may commence legal proceedings to collect an unpaid administrative and public safety fee, or take actions to dispose of the impounded vehicle: (i) 35 days after a determination was made at the requested hearing that the seizure and impoundment was proper, and no petition was filed in the Circuit Court seeking judicial review of the administrative hearing officer's determination or other review; (ii) 30 days after a final order is rendered by a judge of the Circuit Court whenever a petition seeking judicial review was filed by a party; or (iii) 15 days after the notice referenced in §8-7-6, above, was mailed and no administrative hearing was requested.



**§ 8-7-8 LIEN HOLDERS.**

Except as may otherwise be provided by law, no owner, lien holder, lessor, or other person, shall be legally entitled to take possession of a vehicle impounded under this Article, until the administrative and public safety fee has been paid or a bond is posted. However, whenever a lien holder against the impounded vehicle has commenced foreclosure proceedings, then possession of the vehicle shall be given to lien holder without the requirement that the administrative and public safety fee be paid or bond posted, conditioned upon the lien holder agreeing in writing to pay to the village the fee from the net proceeds of any foreclosure sale.

**§ 8-7-9 RELEASE OF MOTOR VEHICLE NOT ALLOWED.**

The provisions of this Article authorizing an owner, or other party, to regain possession of a motor vehicle are not applicable when vehicle or asset forfeiture proceedings have been instituted under state or federal drug asset forfeiture laws or Article 36 of the Illinois Criminal Code of 1961. In such case, the village shall not release, or dispose of, the vehicle to any person, except as consistent with those proceedings.

In the event the Carol Stream Police Department determines that the vehicle seized and impounded pursuant to this Article should not be released to its owner or other persons, or disposed of as an unclaimed vehicle, due to the need to retain the vehicle as part of a continuing criminal investigation, or as evidence in a crime, then the village shall notify the owner that the vehicle will be retained and not released except as required by law.

**8-7-10 MULTIPLE OWNERS.**

Whenever in this Article the word owner is used, it shall apply to all owners. This article presumes that all owners have equal rights to a seized and impounded vehicle. In instances of multiple owners of a vehicle, the village shall not have any duty or responsibility to inquire or determine whether all owners concur with, or object to, any action taken, or omissions, by any one owner in relation to the vehicle seized and impounded.

SECTION 2: This Article shall be printed in the Carol Stream Village Code.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

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

L:\My Documents\Carolstr\Vehicle Seizure-Ord--CLEAN--12-17-09.doc

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

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE  
CAROL STREAM CODE OF ORDINANCES BY INCREASING  
THE NUMBER OF CLASS G LIQUOR LICENSES FROM 2 TO 3  
(WALGREENS, 540 N. SCHMALE ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,  
Classification of Liquor Licenses, be and the same is hereby amended by increasing  
the number of Class G Liquor Licenses from Two (2) to Three (3), effective January 19,  
2010..

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

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

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY, 2010.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

# AGENDA ITEM

H-4 1-19-10

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

## AN ORDINANCE AMENDING SECTION 13-3-13 OF THE VILLAGE CODE PERTAINING TO WATER AND SEWER RATES

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 Section 13-3-13 of the Village Code of Ordinances of the  
Village of Carol Stream pertaining to Water and Sewer Rates is and the same is hereby  
amended to read as follows:

### §13-3-13 RATES

#### **As of May 1, 2010.**

- (B) For each residential single-family, commercial or industrial user of  
the combined waterworks and sewerage system within the corporate  
limits, the charge for water and sewer service shall be as follows:

The charge shall be \$6.35 per each 1,000 gallons or a fraction  
thereof.

- (C) For each residential single-family and multi-family, commercial, or  
industrial user of water service only, within the corporate limits, the  
charge for water service only shall be as follows:

For each 1,000 gallons, the charge shall be \$3.73 per each 1,000  
gallons or fraction thereof.

- (D) For each residential single-family and multi-family, commercial or  
industrial user of the sewer service only, within the corporate limit,  
the charge for sewer service only shall be as follows:

For each 1,000 gallons, the charge shall be \$2.62 for each 1,000  
gallons or fraction thereof.

SECTION 2: All other sections of the code not herein modified or changed shall  
remain in full force and effect.

SECTION 3: After its passage, approval and publication in pamphlet form as provided by law, this Ordinance shall be in full force and effect for usage beginning May 1, 2010.

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY 2010.

AYES:

NAYS:


ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director   
**DATE:** January 14, 2010  
**RE:** Water and Sewer Rate Increase – May 1, 2010

Attached is the Ordinance to increase the water rate by \$.25/1,000 gallons and the sewer rate by \$.11/1,000 gallons.

The water rate increase is due to the City of Chicago increasing the rate that they charge the DuPage Water Commission who in turn has passed the increase on to its customers.

The sewer rate increase is due to increased cost of operation. The sewer rate was last increased on May 1, 2008.

If you have any questions, please see me.

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal on Ebay.

SECTION 2: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "B", now owned by the Village of Carol Stream, be sold to Auto Showcase for \$22,000.

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

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF JANUARY 2010.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:


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Beth Melody, Village Clerk



EXHIBIT "A"

*Village of Carol Stream*  
Interdepartmental Memo


**TO:** Joe Breinig, Village Manager  
**FROM:** Chief Kevin Orr   
**DATE:** January 11, 2010  
**RE:** The police department requests that the Village Board declare two police vehicles as surplus so that they can be sold at auction through Ebay.

The two police vehicles below have been assigned to the police department fleet in the Patrol Division. After conferring with Village mechanics, it has been determined that these vehicles have reached their useful life. I propose that the Village Board declare these vehicles as surplus so they can be sold at auction through Ebay.

- 1) 2005 Ford Crown Victoria 2FAFP71W46X103021
- 2) 2006 Ford Crown Victoria 2FAFP71W05X150914

EXHIBIT "B"

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joe Breinig, Village Manager  
**FROM:** Chief Kevin Orr   
**DATE:** January 13, 2010  
**RE:** The police department requests that the Village Board approve the sale of a 2006 Infiniti to Auto Showcase.

The Village Board approved the sale of the department's DARE vehicle, a 2006 Infiniti M45, to Auto Showcase in the amount of \$24,000 in October 2009. After approval was granted, the title to the vehicle could not be located. The department applied for a new title for the vehicle and received it in late December 2009. Because of the length of time from the Auto Showcase appraisal and receiving the title, Auto Showcase reappraised the vehicle at \$22,000.

I am now seeking Village Board approval to sell the Infiniti to Auto Showcase for \$22,000.

# Village of Carol Stream

## Interdepartmental Memo

**TO:** DC O'Brien  
**FROM:** Sgt. Pece  
**DATE:** January 5, 2010  
**RE:** Infiniti

In October we received quotes for the sale of the Infiniti as it was decided it would no longer be utilized as the DARE vehicle. CST Dumoulin received two quotes from local high end vehicle dealers in the area. On October 5, 2010 received a written appraisal from Auto Showcase of \$24,000.00.

In October, the Village Board approved the sale of the vehicle to Auto Showcase for \$24,000.00. The title was applied for and we were awaiting the title from the Secretary of States Office (SOS) in order to sell the vehicle to Auto Showcase. The title appears to have been issued on 12/17/09 (after I contacted SOS to inquire on the delay), but did not arrive to CSPD until after 12/25/09. Sgt. Zochert went to Auto Showcase on 12/30/09 to sell them the vehicle and they stated that they would now only appraise the vehicle at \$22,000.00.

I would suggest selling the vehicle to Auto Showcase for \$22,000.00 or attempting to sell the vehicle on Ebay with a starting price of \$22,000.000. The time limitations on the appraisal Sgt. Zochert received on 12/30/09 is good for 30 days from 12/30/09.



1/13/09  
CALLED TO CONFIRM  
STORE WITH  
JIM

30 December 2009

Summary of vehicle appraisal for the Village of Carol Stream by Auto Showcase, Inc


**Year:** 2006  
**Make:** INFINITI  
**Model:** M45  
**Mileage:** 5,986  
**VIN:** JNKBY01E16M205919  
**Condition:** AVERAGE  
**Amount:** \$22,000.00

Approved By:

Date:

12-30-09

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

**TO:** Joe Breinig, Village Manager  
**FROM:** John A. Turner, Director of Public Works   
**DATE:** December 29, 2009  
**RE:** **MFT - 2010 Appropriation Resolution**

Each year the Village is required to submit to IDOT an estimate of street maintenance costs for the forthcoming calendar year and a resolution by the Village Board appropriating the MFT funds for the indicated maintenance purposes. Attached is the **2010 Maintenance Estimate** that I have set up to cover our MFT maintenance activities, with the exception of major resurfacing projects, which might be developed for the construction season of 2010. When major street maintenance projects are developed, the Engineering Services Department will then pass a supplemental appropriation, along with a new estimate. This is the same procedure we have followed for the past several years and I believe it has worked well. Also, attached is the draft format for the necessary Board resolution.

JAT:lm

attachments

cc: James Knudsen, Engineering Services Director



BE IT RESOLVED, by the Mayor and Board of Trustees of the  
(Council or President and Board of Trustees)  
Village Carol Stream of Carol Stream, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$351,707.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2010  
(Date)  
to December 31, 2010  
(Date)

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

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

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

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

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

the Mayor and Board of Trustees at a meeting on \_\_\_\_\_  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

(SEAL) \_\_\_\_\_ Clerk  
(City, Town or Village)

**Approved**  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer



**RESOLUTION NO. \_\_\_\_\_**

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

BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS, that there is hereby appropriated the sum of \$ 351,707.00 of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2010 to December 31, 2010.

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

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

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
FRANK SAVERINO, SR., MAYOR

ATTEST:

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



# AGENDA ITEM

J-1 1-19-10

## Village of Carol Stream

### INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees  
*Rm*

**FROM:** Robert Mellor, Assistant Village Manager

**DATE:** January 15, 2010

**RE:** Contract Ratification - FOP

Attached is the new collective bargaining agreement between the Village and the Fraternal Order of Police labor council representing police patrol officers. The union ratified the contract and has submitted a signed copy for Village Board consideration. The terms of the contract are consistent with tentative agreements presented to the Village Board throughout the negotiating process. The contract is the culmination of 11 meetings and 5 mediation sessions with the union to discuss wages, hours and working conditions. The key provisions of the contract include the following:

**Wage Schedule & Pay for Performance:**

- Year 1 - 2 % base wage increase effective 5/1/09 resulting in a new salary range of \$53,478-\$77,136.
- Year 2 - Wage and Health Insurance re-opener.
- Year 3 – Wage, Health Insurance and Scheduling language re-opener.

**Uniforms:**

- Village to provide current uniforms with outer vest carriers, eliminate leather jacket and only replace items that are worn.

**Emergency Overtime:**

- Each Officer is required to provide the Village with email or text messaging address or other mutually agreeable electronic means to notify Officers for emergency over-time call-back duty.

**Officer-In-Charge Pay:**

- Increased from \$3.50/hour to \$4.00/hour assigned as OIC.

**Police Training Officer:**

- Increased from \$3.00/hour to \$3.50/hour assigned as PTO.

**Detective-On-Call Pay:**

- Provides payment of \$10 for each 24 hour period a Detective is on call.

**Bereavement Leave:**

- Village may grant up to 2 additional days bereavement leave for the death of grandchildren.

**Health Insurance:**

- The Village will provide a health insurance opt-out program similar to the terms as other Village employees effective the first month following execution of this agreement.

**Scheduling - Appendix E:**

- Officers who work a 10-hour schedule and attend an 8-hour training session shall be permitted to return to work the remaining 2-hours of the assigned work schedule.

The union ratified the contract on January 7, 2010 and is presented here for your consideration and approval.

Cc: Joseph E. Breinig, Village manager  
Kevin Orr, Chief of Police  
Caryl Rebholz, Employee Relations Director

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CAROL STREAM

AND

ILLINOIS FOP LABOR COUNCIL

EFFECTIVE MAY 1, 2009 – APRIL 30, 2012

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## ARTICLE I PREAMBLE

This Agreement is entered into by and between the Village of Carol Stream, Illinois, an Illinois municipal corporation (hereinafter the "Village") and the Illinois Fraternal Order of Police Labor Council, Inc. (hereinafter the "Council"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote an orderly and harmonious relationship between the Village, the Council and the bargaining unit employees. The parties agree to work together to provide and maintain satisfactory terms and conditions covering wages, hours and other terms and conditions of employment that will be in effect during the term of this Agreement.

It is the intent and purpose of the parties to set forth herein their full and entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of police officers in the Police Department; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

This Agreement has been negotiated pursuant to the requirements of the Illinois Public Labor Relations Act. Unless otherwise required by subsequent specific, lawful, provisions of this Agreement, it is agreed and understood that pensions and other similar matters governed by a U. S. Law or Illinois State Statutes are not subject to negotiation and are not subject to *inclusion* in this Agreement.

In consideration of the mutual promises, covenants and the agreements herein contained, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## ARTICLE II RECOGNITION

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

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

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

**Section D. Non-Discrimination.** It is recognized that in accordance with applicable law, neither the Village nor the Council shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, national origin, marital status, political status, disability, sexual orientation, or membership or non-membership in the Council. Any alleged violations of this Section, other than alleged

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

### ARTICLE III MANAGEMENT RIGHTS

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

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the means and places of operations or services to be conducted by the police patrol officers of the Village;
3. To determine the places, methods, means, number of personnel needed to carry out the department mission;
4. To schedule and assign work;
5. To direct the working forces;
6. To assign overtime;
7. To hire and assign or to transfer employees within the department or other police related functions;
8. To promote, suspend, discipline or discharge for just cause;
9. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
10. To make, publish and enforce rules and regulations;
11. To introduce new or improved methods, equipment or facilities;
12. To contract out for goods and services;
13. To establish work, productivity and performance standards;
14. To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager, the Acting Village Manager, Police Chief, or Acting Police Chief. It is the sole discretion of the President of the Board of Trustees or Village Manager to determine that civil emergency conditions exist, which may include but not be



limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes.

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

#### ARTICLE IV HOURS OF WORK/PREMIUM RATES

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section E. Overtime Defined.** All work in excess of eighty (80) hours in a 14-day work period shall be considered overtime except time, not contiguous to scheduled work hours, at court or grand jury or at an inquest hearing as stated in Section F. The 80-hour work period may include approved leaves such as, but not limited to, sick time, holidays and vacation. The following overtime shall be paid at a rate of time-and-one-half (1-1/2) his/her regular hourly rate of pay for each overtime hour worked.

1. **Normal Overtime.** Normal overtime is defined as scheduled overtime by the Village for the good of Village operations. It may be requested in advance by the supervisor or Chief of Police in order to continue operations. Such overtime must be approved by the Chief of Police in writing prior to being worked. All normal overtime will be scheduled in one-half (1/2) hour increments.

2. Emergency Overtime. Emergency overtime arises due to the immediate necessity of the task being performed, such as an incident, which requires a police officer to be on duty past his/her regular shift, etc. Emergency overtime is required due to the job requirements. Such overtime must be approved as soon as possible by the supervisor and the Chief of Police, or his designee. Emergency overtime may also include compensation for call-back duty. Call-back emergency overtime will be paid for a minimum of two (2) work hours without regard to any lesser period of time actually worked. Work time compensated shall begin at the time the employee reaches the place of employment and shall terminate when the police officer is released from his/her duties. Other emergency overtime compensation will be paid in one-half (1/2) hour work increments. In order to facilitate notification for emergency over-time call-back duty, each officer shall provide the Village with an email address, text message address or other mutually agreeable electronic means by which the officer can be reached.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section M. No Guarantee of Hours.** This Article is intended to define the normal time of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per work period.

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

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

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

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

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

## ARTICLE V LAYOFFS

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

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

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

## ARTICLE VI SENIORITY

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

## ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

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

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

**Section B. Holiday Pay.**

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

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

(1) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or

(2) Accrue eight (8) hours of holiday time provided that the officer at the time of the holiday has 56 or less hours of holiday time available for use.

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

(a) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or

(b) Accrue eight (8) hours of holiday time, if the officer at the time of the holiday has 56 or less hours of holiday time available for use.

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

4. As used in this section, a holiday shall be measured by the length of the officer's actual scheduled workday under Article IV, Section C, above, whether eight (8) hours, ten (10) hours or twelve (12) hours, as applicable. Officers whose regularly scheduled shift both (i) starts at or after 1700 on December 31, and (ii) ends at or before 1800 hours on January 1, shall be deemed to be working on New Year's Day for purposes of this section.

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

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

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

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

**Section E. Personal Leave Incentives.** As an incentive for employees, encouraging minimal use of sick leave, additional hours of personal leave may be earned in each four-month period.

In conjunction with the regular personal leave policy, four (4) additional hours of personal time may be earned in a period by meeting all of the following criteria:

- The employee must be classified as regular and full time.
- The employee sick leave usage for the prior two periods may not have exceeded four hours total.
- The employee must have worked the last two full periods.

When an employee meets these criteria, an additional four (4) hours of personal time will be awarded to that employee in the period immediately following the qualifying (two consecutive) periods. These personal hours may be used within one year following their accrual.

## ARTICLE VIII VACATIONS

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

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

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

**Section C. Allowance for Holidays Falling During Vacation.** Vacation pay as herein provided shall be in addition to any holiday pay to which the police officer may be entitled.

Allowances for vacation pay shall be in addition to any recognized holidays, which may fall during the police officer's vacation.

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

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

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

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

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

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

## ARTICLE IX SICK LEAVE

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

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

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

1. A police officer's illness or injury of an incapacitating nature sufficient to justify absence from work.



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

**Section D. Sick Leave Procedures.** Notice of absence due to sickness or injury shall be given by the police officer to the on-duty supervisor two (2) hours in advance of the starting time for the scheduled work period. In the event sick leave is taken for more than two (2) consecutive days, the police officer may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the officer's expense. The Village Manager's Office shall provide to the doctor a detailed list of the daily activities of the police officer to assist in the determination of the police officer's work capabilities. Said doctor's certificate shall be required for all absences for more than five (5) consecutive days, and in all cases shall include a statement by the doctor as to the police officer's physical or mental ability to return to normal duties at the police officer's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period.

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

## **ARTICLE X BEREAVEMENT LEAVE**

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

addition to sick leave or vacation leave. Bereavement leave shall be taken within thirty (30) calendar days from date of death.

## ARTICLE XI UNIFORMS

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

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

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

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

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

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

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

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

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

## ARTICLE XII GROUP INSURANCES

### Section A. Life Insurance.

1. During the term of this Agreement, the Village of Carol Stream shall provide to each full time permanent police officer who is scheduled a minimum of thirty (30) hours per week, a paid group term life insurance policy with accidental death and dismemberment coverage, with a benefit amount equal to the officer's salary at the time of death.

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

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

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

### Section B. Health Insurance.

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

- (a) Employees hired prior to May 1, 1988 - who choose family coverage will pay 20% of the dependent portion of the group major medical and hospital insurance premiums, on or after August 1, 1994. Single coverage payments will be fully paid for by the Village.
- (b) Employees hired from May 1, 1988 to May 1, 1993 - shall pay 20% of the group major medical and hospital insurance premiums and after two years of participation in the health plan will pay 20% of the cost of the dependent coverage. Single coverage payments will be fully paid for by the Village after two years in the plan.
- (c) Employees hired on or after May 1, 1993 - who wish to participate shall contribute 20% of group major medical and hospital insurance premiums. New employees hired on or after 8/1/94 will only be eligible to participate in the Village's Health Maintenance Organization ("HMO") Option.

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

Changes to health insurance, including but not limited to employee premium participation for the period May 1, 2010 through April 30, 2011 and May 1, 2011 through April 30, 2012 shall be subject to reopener negotiations as provided in Article XXVI.

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

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

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

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

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

birthday occurs first in the calendar year will be considered primary, unless otherwise required by law.

7. Coverage Disputes. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Village or to the Council, nor shall such failure be considered a breach by the Village or Council of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Village, Council, police officer, or beneficiary or any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits there under.

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

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

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

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

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

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

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

Grade of A or B:	100% reimbursement
Grade of C:	50% reimbursement

Grade of D or below:            No reimbursement

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

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

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

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

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

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

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

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

Notes:

1. Any employee who completed a degree, or courses towards a degree under Section B, above, prior to May 1, 2009, who does not remain in active service with the Village for at least two (2) years of completion of a degree, or any

courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

2. Any employee who completed individual courses under Section C, above, prior to May 1, 2009 who leaves the employment of the Village within two (2) years of completing such a course or courses, shall repay the Village the full amount of tuition reimbursement.

#### ARTICLE XIV TRAINING REIMBURSEMENT

**Section A. Reimbursement Upon Resignation.** Employees who resign from employment with the Village shall be required to repay the Village for all costs related to training as follows:

1. 0 thru 2 years = one hundred percent (100%) for all voluntary training including recruit school training.
2. 2 years, 1 day thru 3 years = one hundred percent (100%) for all voluntary training including recruit school training minus one-twelfth (1/12th) the cost thereof for each calendar month of service after two (2) years.
3. Provided, however, employees who resign within eighteen (18) months of completion of any voluntary training shall be required to repay one hundred percent (100%) of costs incurred by the Village for such training irrespective of length of service. The definition of costs herein are exclusive of salaries and money reimbursed to the Village by any outside non-Village source.

#### ARTICLE XV WAGE SCHEDULE AND PAY-FOR-PERFORMANCE

**Section A. Wages.** Effective May 1, 2009, officers shall be paid according to the following schedule, based on their years of completed service, subject to the requirements of Section C. below. Advancement through the schedule shall be effective upon the officer's completed years of service, based on his/her anniversary date of hire.

<u>Step</u>	<u>2%</u> <u>May 1, 2009</u>
Start	\$53,478.24
After 1 yr.	\$57,421.27
After 2 yrs.	\$61,364.26
After 3 yrs.	\$65,307.27
After 4 yrs.	\$69,250.29
After 5 yrs.	\$73,193.33
After 6 yrs.	\$77,136.33

Officers who leave the employ of the Department or who are promoted to a non-bargaining unit position after the effective date of such increases, but prior to the issuance of retroactive pay, shall receive a pro-rata share of the retroactive pay to the date of their separation



from the bargaining unit. Retroactive paychecks shall be issued to officers within twenty-one (21) days of execution of this Agreement.

Wage adjustments for the periods commencing May 1, 2010 through April 30, 2011 and May 1, 2011 through April 30, 2012 shall be subject to reopener negotiations, as set forth in Article XXVI.

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

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

(2) **Evaluation Form:** The form currently in use in connection with the Village's evaluation process is attached hereto as Appendix F. The maximum weight assigned to the goals portions of evaluations for investigators and SOU officers shall not exceed 30%, and for all other officers shall not exceed 15%. The Village may adopt such evaluation process as it deems appropriate, provided it gives the officers at least one year written notice of clearly established and uniform standards and goals for the respective position(s) which must be met in order to achieve a rating of satisfactory or standard performance.

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

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

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

**Section D. Unsatisfactory Evaluations.**

(1) **Notice.** When the Village believes an officer is in danger of receiving an unsatisfactory evaluation or below-standard evaluation for an employment anniversary year, such employee will be notified in writing at the end of the officer's anniversary quarter in

question of the substandard deficiencies involved and the reasons therefore, and that the officer's failure to cure said deficiencies may result in the employee's annual evaluation being rated substandard. Officers whose performance (other than meeting annual performance goals) has deteriorated to substandard levels in the fourth quarter of the evaluation year will receive prompt notice of his performance deficiencies, and may receive an unsatisfactory or substandard evaluation if the deficiencies remain unremedied at the conclusion of the evaluation year.

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

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

## ARTICLE XVI DISCIPLINE:

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

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

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

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

Section D. Disciplinary Grievances. If a non-probationary officer elects (with the approval of the Union) to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with Article XVIII of the Agreement, except as provided herein. Oral reprimands and written reprimands are not grievable or otherwise appealable. A grievance relating to a discharge or a suspension issued pursuant to Article XVI, Section B (1), shall be filed at Step 4 of the procedure. In the event that a disciplinary grievance so filed is appealed beyond Step 4, the officer shall have the right to make

an irrevocable election (with the approval of the Union) to have his grievance heard by an arbitrator pursuant to Article XVIII, Section E of the Agreement or by the Carol Stream Board of Fire and Police Commissioners. If the officer elects to have his grievance heard by the Board of Fire and Police Commissioners, a notice of appeal to the Board of Fire and Police Commissioners must be filed in lieu of the filing of a notice of arbitration within the seven (7) calendar day time period provided by Article XVIII, Section E. Such election of appeal either to arbitration or to the Board of Fire and Police Commissioners, once it is submitted in writing and signed by the officer and the Union, shall be final and may not be changed except to withdraw the grievance.

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

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

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

## ARTICLE XVII NO STRIKE

**Section A. No Strike/No Lockout.** During the term of this Agreement, neither the Council nor any officers, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or any other interference with the work and the statutory function or obligations of the Village. Each employee who holds the position of Bargaining Unit Representative (B.U.R.) occupies a position of special trust and responsibility in maintaining compliance with this Section. In the event of a violation of this Section, the Council and its representatives agree to inform its members of their obligations under this Agreement and direct them to return to work. The Village shall not lock

out employees in violation of Section 14(m) of the Illinois Public Labor Relations Act, Illinois Compiled Statutes, 5 ILCS 315/14.

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

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

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

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

## ARTICLE XVIII GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XIX EMPLOYEE RIGHTS

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

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

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

## ARTICLE XX ENTIRE AGREEMENT

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

to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement; provided that such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This provision shall not operate to relieve the Village of its obligation to bargain, upon the Union's request, over the effects of the Village's exercises of its management rights as required by law.

## ARTICLE XXI SAVINGS CLAUSE

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

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

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

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

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

The Village shall provide the Council with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Council may post its notices, subject to departmental approval. If there is any objectionable material on the board, the department will remove it and provide the Council with an explanation.

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

The parties agree to try to schedule negotiations meetings during hours when Officers who are members of the Council's bargaining team are not scheduled on duty. In the event that such meetings cannot be so scheduled, and in the event that officers are unable to trade work

shifts, one (1) Officer from the Council's bargaining team shall be released from duty with pay for three (3) hours for purposes of negotiating meetings with the Village. One (1) Officer who is a representative of the Council for purposes of administering the agreement shall be released from duty with pay, when necessary, for purposes of processing grievances with the Village, provided that prior supervisory approval is obtained and that such release shall not interfere with the functioning of the Department operations.

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

**Section C. Fair Share Fees.** Any bargaining unit officer who is not a member of the Council shall be required to pay a fair share (as determined by the Council) of the cost of the collective bargaining process, contract administration in pursuit of matters affecting wages, hours, fringe benefits and other terms and conditions of employment, but said fair share shall not exceed the amount of dues uniformly required of members. All bargaining unit officers certified on or after the effective date of this agreement and who have not made application for dues deduction shall, on or after the tenth (10th) day following their completion of the probationary period, also be required to pay a fair share as defined above.

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

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



to wage deductions. The Council, as the exclusive representative, shall represent all bargaining unit employees fairly and equally.

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

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

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

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

### **ARTICLE XXIV IMPASSE RESOLUTION**

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

### **ARTICLE XXV RESIDENCY**

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

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

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

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

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

Except as specifically provided, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2012. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

**Wage and Insurance Reopener.** Either party may reopen this agreement for the purpose of negotiating the following subjects by serving written notice upon the other of a written demand to bargain not less than ninety (90) calendar days, nor more than one hundred and twenty (120) calendar days prior to the start of the fiscal year indicated:

**Fiscal Year**

May 1, 2010 to April 30, 2011

May 1, 2011 to April 30, 2012

**Scope of Reopener for Fiscal Year**

Wage adjustments, Medical Insurance

Wage adjustments, Medical Insurance &  
Work Schedules

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

**Complete Contract Reopener.** The Council shall serve on the Village a written demand to reopen not less than ninety (90) calendar days, nor more than one hundred and twenty (120) calendar days prior to May 1, 2012. Negotiations shall commence within thirty (30) calendar days of receipt of the demand.

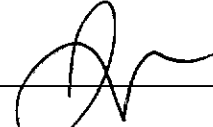
This Agreement shall remain in full force and effect pending the completion of any reopener negotiations or impasse resolution proceedings.

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

**VILLAGE OF CAROL STREAM**

**ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL**


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

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

ATTEST:

ATTEST:

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

  
Secretary FOP Lodge 45

APPENDIX A

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

I, \_\_\_\_\_ hereby authorize my employer, Village of Carol Stream, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Signed: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

***Please remit all dues deductions to:***  
Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, IL 62704  
(217) 698-9433

**APPENDIX B**

**GRIEVANCE**

(use additional sheets if necessary)

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

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

**STEP ONE**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

LODGE NO. _____ / YEAR _____ / GRIEVANCE NO. _____
----------------------------------------------------------------

**EMPLOYER'S STEP ONE RESPONSE**

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

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

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

**STEP TWO**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**EMPLOYER'S STEP TWO RESPONSE**

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

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

**STEP THREE**

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

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

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

**EMPLOYER'S STEP THREE RESPONSE**

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

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

**STEP FOUR**

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

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

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

**EMPLOYER'S STEP FOUR RESPONSE**

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

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

**Section A. REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given \_\_\_\_\_

Date \_\_\_\_\_

FOP Labor Council Representative \_\_\_\_\_

## APPENDIX C

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

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

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

### Day Shift

Shift hours 0600-1800  
5 positions (A and B Platoons)  
1 Corporal  
2 Flex Officers

### Day Power Shift

Shift hours 0900-1700  
2 positions  
Position #1 will work Tue-Sat (Sun/Mon off)  
Position #2 will work Wed-Sun (Mon/Tue off)

### Night Shift

Shift hours 1800-0600  
5 positions (A and B Platoons)  
1 Corporal  
1 Flex Officer

### Night Power Shift

Shift hours 1700-0300  
2 positions  
Position #1 will work Wed – Sat (Sun/Mon/Tues off)  
Position #2 will work Sat – Tues (Wed/Thurs/Fri off)  
Shift hours 1800-0200  
1 Canine Officer will work Wed – Sat (Sun/Mon off; Tues. Admin. Day)



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

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

**Traffic Officer**                    Shift Hours – See each shift  
3 positions  
Day Traffic      Work Mon, Tues, Fri, Sat (Off Wed/Thur/Sun)  
Shift Hours 0700-1700  
Night Traffic #1      Work Sat – Tues (Off Wed/Thurs/Fri)  
Shift Hours 1700 – 0300  
Night Traffic #2      Work Tues – Fri (Off Sat/Sun/Mon))  
Shift Hours 1800 – 0400  
Traffic officers will be determined by management for each bid period and they will bid among themselves for the three schedule positions for each respective bid period.

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

Any additional personnel added to the authorized sworn strength of the department during the duration of this agreement, will be classified as "floaters".

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

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

In the event it is necessary to transfer officers to fulfill shift specialty requirements, officers will be transferred in inverse seniority order by specialty for periods of time of no less than seven (7) days nor more than twenty-eight (28) days a minimum of a two-week period.

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

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

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

## APPENDIX D

### REGARDING THE CANINE PROGRAM

1) **Assignment**

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

2) **Compensation of Canine Officer**

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

3) **Equipment and Costs of Maintenance**

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

4) **Hours of Work**

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

5) **Vacation**

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

6) **Training**

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

7) **Ownership**

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

## APPENDIX E

### (Work Schedules-Platoon Plan)

#### TRIAL PERIOD

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

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

- Each of the day and night platoons will normally consist of 1 sergeant, 1 Corporal, 5 zone officers and available flex officers.
- Permanent officers in each of these platoons will be scheduled to have every other Friday, Saturday and Sunday off and will not be scheduled to work more than 3 days in a row (excludes: hireback, emergency callback, training, special duty and other similar situations requiring schedule modification).

#### DAY POWER SHIFT

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

#### NIGHT POWER PLATOON

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

#### FLEX OFFICERS

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

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

#### TRAFFIC OFFICERS

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

#### DARE AND SCHOOL RESOURCE OFFICERS

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

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

scheduled. Patrol or special assignments will be made in one-week periods or by mutual agreement if for shorter periods of time.

### **SOU AND INVESTIGATIONS**

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

### **SHIFT SELECTION**

- The department will post shift bid summaries and vacation selections on October 15<sup>th</sup> or the first Monday after the 15<sup>th</sup>. All personnel assigned to the Patrol Division will sign up for two six-month periods each year based on seniority. Officers will select their shift hours but not their platoon assignment. Management will determine platoon assignment based upon the shift selection.
  1. Sergeants will make their shift bids first and within the manner prescribed by management.
  2. Corporals will then select their shifts of choice within the day, and night platoons by means of seniority on the department.
  3. If a vacancy occurs during the year in a Corporal position, the next OIC on the sergeant's list will fill the vacancy. If there are no eligible candidates on the list, management reserves the right to select a qualified replacement secondary OIC to fill the vacancy. In the event that a secondary OIC is assigned by management, the assignment will be for no longer than a six-month shift period.
  4. If supervisory need dictates that a Corporal is assigned as an acting shift commander, staff may assign another Corporal to the shift. Management reserves the right to assign an officer in order to maintain efficient department operations.
  5. Normally, transitions/transfers will be scheduled at the normal six-month break of platoon shift assignments. If a compelling need arises requiring a personnel transfer prior to a break, the employee will fill the position vacated by the officer replacing that person. Pre-selected vacation will not be affected even when it results in more than the minimum number of personnel off on vacation.
  6. Employees may request to trade their workdays and days off with other personnel. If approved, the employees involved will complete the same full shift increment trade within the same work period. Only officers working the same number of shift hours will be allowed to trade. An officer will not work a "double shift" due to a trade.
  7. Additional officers added to the patrol division strength above the levels indicated at the time of this agreement will be classified as "flex officers" and assigned at managements discretion to one of the designated slots.

8. In the event that staffing shortages require the re-assignment of power shift personnel to cover platoon assignments such assignments will be done in inverse seniority. The canine officer will be exempt from this reassignment.

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

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

### **VACATION SELECTION**

- All dates are open for vacation selection (except for a maximum of two selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
  - Only one non-OIC patrol officer platoon or group may be on a vacation day at a time.
  - The sergeant and Corporal in each platoon will bid against each other for vacation days. The sergeant will always have the first selection.
1. The sergeant or Corporal must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. He must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during any single selection period time. After the vacation list has been through both of them, the list will be returned to the sergeant and secondary selections can be made. Secondary selection must be made in one-block increments. Third round selections may be taken in individual days with a 3-day maximum at a time.
  - The remaining officers and flex officer in each platoon will then bid for vacation time off by seniority as follows:
    2. Day and night platoon officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during any single selection period of time. After the vacation list has been through an entire platoon the list will be returned to the beginning and secondary selections can be made. Secondary selections must also be made in one-block increments. Third round selection may be taken in individual days with a 3-day maximum at a time.
    3. For officers working in assignments involving 10 or 8 hour days, the process will be the same as above, except that the first time the vacation list is passed around each officer will select a maximum of two blocks of vacation time off.
    4. The following groups will select vacations in their respective groups:
      - a) Each of the 5 platoons (includes flex officers)
      - b) Traffic Unit

- c) SOU (includes DARE and SRO officers)
- d) Investigations

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

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

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

### **COMPENSATORY/HOLIDAY TIME**

- An employee must accrue compensatory off (due to working 84 hour work period only) at the applicable straight overtime work rate in lieu of pay until his accrual bank equals 32 hours.
- Once an officer's bank is between 32 hours and 40 hours, he may elect to accrue straight-time compensatory time off or equivalent straight time pay due to working an 84-hour work period.
- The employee's compensatory time bank will not exceed 40 hours and the employee's holiday hour bank shall not exceed 64 hours at any time.
- Compensatory/Holiday time can be requested at any time by an employee. The granting of compensatory/holiday time will be granted at the sole discretion of the shift/watch commander. Officers may request to trade days of work or time off instead as previously outlined.



## **DISCIPLINE**

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

## **ROLL CALL/LUNCHES**

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

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

## **HIREBACK**

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

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

APPENDIX F

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

---

Performance Appraisal for:

Performance Period: from            to

Department:            Position:

Supervisor's Name:

**Review Type:** (Choose one)

- Regular
- Probationary
- Other (explain)

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

Employee submitted documentation to supervisor:

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

Note any monitoring meetings or other relevant meeting dates:

**GRAND TOTAL FOR SECTIONS I, II, AND III**

## Completing the APPRAISAL FORM

### The EMPLOYEE should:

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

### The EVALUATOR should:

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

### The RATING LEVELS are:

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

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

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

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

**RESPONSIBILITY: QUALITY**

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

**RESPONSIBILITY: CUSTOMER ORIENTATION**

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

**RESPONSIBILITY: TEAMWORK**

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

**RESPONSIBILITY: DEPENDABILITY**

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

**RESPONSIBILITY: MOTIVATION**

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

**RESPONSIBILITY: JUDGMENT**

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

**RESPONSIBILITY: SAFETY**

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

**COMMENTS:**

Please attach an additional sheet.

AVG. RATING ON THIS SECTION

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

---

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**PATROL OFFICER**

**SECTION II. CUSTOMER AND SERVICE STANDARDS**

**WEIGHT      %**

---

---

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

**RESPONSIBILITY: JOB KNOWLEDGE**

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

**RESPONSIBILITY: FLEXIBILITY AND ACCEPTANCE OF CHANGE**

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

**RESPONSIBILITY: ATTITUDE AND TEAMWORK**

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

**RESPONSIBILITY: EFFICIENCY (TIME MANAGEMENT)**

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

**RESPONSIBILITY: PROBLEM IDENTIFICATION AND RESOLUTION**

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

**RESPONSIBILITY: HANDLING CUSTOMER SERVICE REQUESTS**

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

**RESPONSIBILITY: CARE AND MAINTENANCE OF EQUIPMENT**

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

**RESPONSIBILITY: PROFESSIONAL IMAGE**

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

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

**SECTION III: GOALS**

**Goals Weight**

**% (Between 10-60%)**

**EMPLOYEE**

For evaluation year starting (date):

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

Goal #1 - Weight % Description:	Steps	By When?	Participation by Others?	Rating: Comments:
Goal #2 - Weight % Description:				Rating: Comments:
Goal #3 - Weight % Description:				Rating: Comments:
Goal #4 - Weight % Description:				Rating: Comments:

**Weights for Next Year's Performance Plan: I. Core Values    % II. Customer Service Stds.    % III. Goals    %**

Score this section on page 52

**SECTION IV: DEVELOPMENT GOALS**

JOB DEVELOPMENT GOAL (Optional)

(To develop skills or knowledge for present job)

GOAL #1 Description:

Steps

By When?

Participation by Other?

CAREER OR PERSONAL DEVELOPMENT GOALS (Optional)

(Long-term career or personal development goals the employee wishes to achieve)

GOAL #1 Description:

Steps

By When?

Participation by Other?

**SECTION V: ADDITIONAL EVALUATOR COMMENTS**

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

**SECTION VI: IMPROVEMENT ACTIVITY**

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

**SECTION VII. EMPLOYEE COMMENTS**

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



## SCORING WORKSHEET

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

1. Record the WEIGHTS and AVERAGE RATINGS below from Section I and II. Multiply to calculate WEIGHTED RATING, round to two decimal places.
2. Record the WEIGHTS and RATINGS from Section III, Goals. These goal weights should add to 100%. For example, 3 goals might be weighted 50%, 25%, and 25%. Multiply the weights by the ratings, then add together and round to two decimal places. This is the GOAL TOTAL.
3. Record the total goal WEIGHT (e.g., goals might be weighted 30% of the rating) and the GOALS TOTAL. Multiply to determine the WEIGHTED RATING, rounded to two decimal places.
4. Total the RATING for Sections I, II, and III to get the GRAND TOTAL, rounding the number to one decimal (e.g. 3.68 = 3.7). This number will range from 0-5.

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

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

### **III. GOALS:**

Goal 1 weight              % X goal rating              =

Goal 2 weight              % X goal rating              =

Goal 3 weight              % X goal rating              =

Goal 4 weight              % X goal rating              =

Goal 5 weight              % X goal rating              =

Goal 6 weight              % X goal rating              =

Goal 7 weight              % X goal rating              =

Goals TOTAL =

**GOALS:** Weight              % X Goals TOTAL              = **WEIGHTED RATING**

**GRAND TOTAL for Sections I, II, AND III =**

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

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

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

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

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

January 19, 2010

**AGENDA ITEM**  
K-1 1-19-10

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>A FREEDOM FLAG CO</b>					
4" X 6" AM. FLAGS	66.95	01750000 52291	MISC EVENTS/ACTIVITIES	14685	
	<u>66.95</u>				
<b>A-ARCHER SEWER &amp; PLUMBING SERVICES INC</b>					
POWER ROD REPR	265.00	01680000 52244	MAINTENANCE & REPAIR	19926	
SEWER REPAIR	845.00	01680000 52244	MAINTENANCE & REPAIR	19926-A	
	<u>1,110.00</u>				
<b>ADT SECURITY SERVICES INC</b>					
CHARGER CT 12/4-2/28	38.25	04101500 52297	SEWER SYSTEM MAINTENANCE	03616420	
	<u>38.25</u>				
<b>ADVANCED PUBLIC SAFETY</b>					
PATROL APSCITATIONWR	700.00	01662700 52255	SOFTWARE MAINTENANCE	7320	
SOU APSCITATION WRITR	100.00	01664700 52255	SOFTWARE MAINTENANCE	7320	
TRF APSCITATION WRITR	100.00	01662300 52255	SOFTWARE MAINTENANCE	7320	
	<u>900.00</u>				
<b>AMERICAN EXPRESS</b>					
COSTCO MEMB 111763669653	100.00	01600000 52242	EMPLOYEE RECOGNITION	8-61005	
	<u>100.00</u>				
<b>AMERICAN FIRST AID</b>					
PWC 1ST AID SUPPLIES	58.26	01670100 53317	OPERATING SUPPLIES	74609	
RE-STOCK SUPPLIES	282.19	01650100 53317	OPERATING SUPPLIES	77869	
	<u>340.45</u>				
<b>AMERICAN MESSAGING</b>					
SERV FOR DECEMBER	3.42	04201600 52243	PAGING	U1113407JL1	
SERV FOR DECEMBER	3.43	01642100 52243	PAGING	U1113407JL1	
SERV FOR DECEMBER	3.43	01662400 52243	PAGING	U1113407JL1	
SERV FOR DECEMBER	6.85	01690100 52264	EQUIPMENT RENTAL	U1113407JL1	
SERV FOR DECEMBER	6.85	01660100 52243	PAGING	U1113407JL1	
SERV FOR DECEMBER	6.85	01662600 52243	PAGING	U1113407JL1	
SERV FOR DECEMBER	10.28	01662500 52243	PAGING	U1113407JL1	
SERV FOR DECEMBER	54.24	01670100 52243	PAGING	U1113407JL1	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>95.35</u>				
<b>AMERICAN PUBLIC WORKS ASSOCIATION</b>					
USRS GUIDE MICROPAVER	<u>203.50</u>	01622200 53318	REFERENCE MATERIALS	147655	
	<b>203.50</b>				
<b>AMERICAN WATER WORKS ASSOCIATION</b>					
WTR MTR INSTL BOOK	<u>73.50</u>	04200100 52223	TRAINING	7000182600	
	<b>73.50</b>				
<b>AMES SUPPLY CO</b>					
LIVESCAN WIPE PADS	<u>65.42</u>	01660100 53317	OPERATING SUPPLIES	1080397	
	<b>65.42</b>				
<b>ANCEL GLINK DIAMOND BUSH DICIANNI &amp;</b>					
LEGAL SERVICES THRU DEC 31 2009	<u>3,757.17</u>	01570000 52238	LEGAL FEES	DECEMBER 2009	
	<b>3,757.17</b>				
<b>ANDY FRAIN SERVICES</b>					
ANNUAL CROSSING GUARD SERVIC	<u>9,606.34</u>	01662300 52105	CROSSING GUARDS	138562	20100070
	<b>9,606.34</b>				
<b>ARCO MECHANICAL EQUIPMENT</b>					
TOXALERT CALIBRATION	<u>300.00</u>	01670400 52244	MAINTENANCE & REPAIR	11213	
	<b>300.00</b>				
<b>AREAWIDE AUTOMOTIVE</b>					
SHIFT SOLENOID PACK	<u>568.73</u>	01696200 53353	OUTSOURCING SERVICES	00004653	
	<b>568.73</b>				
<b>B &amp; F TECHNICAL CODE</b>					
PLAN REVIEWS	895.50	01643700 52253	CONSULTANT	31148	2
PLAN REVIEWS	958.48	01643700 52253	CONSULTANT	31149	2
PLAN REVIEWS	3,423.00	01643700 52253	CONSULTANT	31091	2
PLUMBING INSPECTIONS	<u>1,393.60</u>	01643700 52253	CONSULTANT	31115	3
	<b>6,670.58</b>				
<b>BASS PRO SHOPS</b>					
WINTER BOOTS FOR SWAT	<u>89.94</u>	01662700 53324	UNIFORMS	178409	
	<b>89.94</b>				
<b>BATTERIES PLUS</b>					
BATTERIES-BARRICADES	<u>85.96</u>	01670300 53317	OPERATING SUPPLIES	236203310	
	<b>85.96</b>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>BATTERY SERVICE CORPORATION</b>					
4 BATTERIES	405.00	01696200 53354	PARTS PURCHASED	193708	
	<u>405.00</u>				
<b>BENNETT DOOR SERVICE INC</b>					
REPAIR GARAGE SERVICE BAR-DOC	274.85	01670400 52244	MAINTENANCE & REPAIR	24209	
	<u>274.85</u>				
<b>BEST BUY</b>					
PICTURE MATE(TREE LT)	86.18	01750000 52291	MISC EVENTS/ACTIVITIES	3040045592	
	<u>86.18</u>				
<b>BRACING SYSTEMS</b>					
CONCRETE VIBRATOR REN	30.00	01670600 52264	EQUIPMENT RENTAL	141232	
DRUM RODR RENTAL	25.00	01680000 52264	EQUIPMENT RENTAL	142586	
DRUM RODR RENTAL	25.00	01680000 52264	EQUIPMENT RENTAL	142705	
RUBBER BOOTS	43.90	04201600 53324	UNIFORMS	142883	
	<u>123.90</u>				
<b>BROWNELLS INC</b>					
AR-15 PARTS	52.83	01662700 53317	OPERATING SUPPLIES	05670128	
AR-15 PARTS RETURN	-47.58	01662700 53317	OPERATING SUPPLIES	RT00332881	
AR-15 PARTS RETURN	-35.23	01662700 53317	OPERATING SUPPLIES	RT00331966	
	<u>-29.98</u>				
<b>CABELA'S RETAIL INC</b>					
CLOTH ALLOW-SCHNEIDER	102.81	01664700 53324	UNIFORMS	000433	
	<u>102.81</u>				
<b>CARGILL INCORPORATED</b>					
ROAD SALT	5,057.89	06320000 53335	SALT	2652511	20100088
ROAD SALT	8,612.39	06320000 53335	SALT	2657119	20100088
ROAD SALT	8,899.63	06320000 53335	SALT	2656180	20100088
ROAD SALT	10,149.07	06320000 53335	SALT	2658209	20100088
ROAD SALT	10,333.83	06320000 53335	SALT	2675994	20100088
ROAD SALT	22,238.28	06320000 53335	SALT	2674203	20100088
	<u>65,291.09</u>				
<b>CAROL STREAM LAWN &amp; POWER</b>					
SNW BLWR PARTS	74.94	01680000 52244	MAINTENANCE & REPAIR	249425	
SNW BLWR RTN PRTS	-2.70	01680000 53319	MAINTENANCE SUPPLIES	249426	
WATER SUPPLY	14.40	04201600 53317	OPERATING SUPPLIES	248897	
	<u>86.64</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>CAROYLN ASCHER LLC</b>					
MNTHLY MTC DEC	229.00	01680000 52244	MAINTENANCE & REPAIR	18015	
	<b>229.00</b>				
<b>CARQUEST AUTO PARTS</b>					
ADHESIVE	10.54	01696200 53354	PARTS PURCHASED	2420-158772	
BLADES, EVOLUTION WIPE	268.70	01696200 53354	PARTS PURCHASED	2420-158633	
FUEL & OIL FILTERS	91.93	01696200 53354	PARTS PURCHASED	2420-158750	
HALOGEN SEALED BEAMS	42.76	01696200 53354	PARTS PURCHASED	2420-157644	
HUB-STAND, MINI LAMPS	247.58	01696200 53354	PARTS PURCHASED	2420-158871	
NIG WIRE .023	12.59	01696200 53354	PARTS PURCHASED	2420-157980	
OIL FILTERS, BATTERY	131.93	01696200 53354	PARTS PURCHASED	2420-158705	
TRANS & OIL FILTERS	75.65	01696200 53354	PARTS PURCHASED	2420-158617	
TURN ROTORS	60.00	01696200 53354	PARTS PURCHASED	2420-158736	
	<b>941.68</b>				
<b>CDW GOVERNMENT INC</b>					
VIDEO EDITING	127.71	01652800 54413	COMPUTER EQUIPMENT	RBM6371	
VIDEO EDITING PC	588.53	01652800 54413	COMPUTER EQUIPMENT	RCS9785	
	<b>716.24</b>				
<b>CENTRAL PARTS WAREHOUSE</b>					
PIN LIGHT+CENTER HORN	344.66	01696200 53354	PARTS PURCHASED	132747A	
	<b>344.66</b>				
<b>CHEM CARE INC</b>					
TP, HOT CUPS, TOWELS	420.35	01670100 53319	MAINTENANCE SUPPLIES	30362	
	<b>420.35</b>				
<b>CHICAGO INTERNATIONAL TRUCK LLC</b>					
#75 -KIT, CLAMPS, CORES	1,912.36	01696200 53354	PARTS PURCHASED	102073415	
#79 TUBES, FITTINGS	28.10	01696200 53354	PARTS PURCHASED	102072465	
#79-REPAIR PARTS	473.36	01696200 53354	PARTS PURCHASED	102073543	
CLAMP	23.57	01696200 53354	PARTS PURCHASED	102074365	
SENSOR	80.80	01696200 53354	PARTS PURCHASED	102074133	
	<b>2,518.19</b>				
<b>CHICAGO PARTS AND SOUND</b>					
2 BATTERIES	200.92	01696200 53354	PARTS PURCHASED	333774	
ALTERNATOR #59	243.22	01696200 53354	PARTS PURCHASED	332729	
ANTIFREEZE, COAX PC	148.68	01696200 53354	PARTS PURCHASED	332516	
BATTERY CORE RETURNED	-17.00	01696200 53354	PARTS PURCHASED	333879	
RET CORE+DEFECTIVE	-100.46	01696200 53354	PARTS PURCHASED	334257	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
RETURNED BATT CORES	-114.46	01696200 53354	PARTS PURCHASED	322722	
ROTOR ASY,PADS,BATTER	472.28	01696200 53354	PARTS PURCHASED	334115	
SQUAD BATTERIES+BRAKE	670.20	01696200 53354	PARTS PURCHASED	331590	
WATER PUMP ASSEMBLE	72.75	01696200 53354	PARTS PURCHASED	332810	
	<u>1,576.13</u>				
<b>COMED</b>					
SERV FOR 11/19 THRU 12/22	107.77	06320000 52248	ELECTRICITY	6675448009-DEC	
SERV FROM 10/22 THRU 12/23	41.20	01670600 52248	ELECTRICITY	5838596003-DEC	
SERV FROM 11/06/09 THRU 12/10/09	35.70	06320000 52248	ELECTRICITY	1083101009-NOV	
SERV FROM 11/17 THRU 12/21	84.23	04201600 52248	ELECTRICITY	2514004009-DEC	
SERV FROM 11/17 THRU 12/21	352.53	06320000 52248	ELECTRICITY	6213120002-DEC	
SERV FROM 11/17 THRU 12/21	577.15	04101500 52248	ELECTRICITY	2496057000-DEC	
SERV FROM 11/17 THRU 12/21	1,490.54	04201600 52248	ELECTRICITY	0300009027-DEC	
SERV FROM 11/18 THRU 12/22	105.22	06320000 52248	ELECTRICITY	0030086009-DEC	
SERV FROM 11/19 THRU 12/22	54.16	04101500 52248	ELECTRICITY	2073133107-DEC	
SERV FROM 11/24 THRU 12/29	216.73	06320000 52248	ELECTRICITY	0815164035-DEC	
	<u>3,065.23</u>				
<b>COMMERCIAL MAINTENANCE CHEMICAL CORP</b>					
LIFT STATION DEGREASE	131.16	04101500 53332	SEWER SYSTEM SUPPLIES	25187	
	<u>131.16</u>				
<b>COMMISSION ON ACCREDITATION</b>					
CALEA ON SITE FEE	7,500.00	01660100 52234	DUES & SUBSCRIPTIONS	38891	
	<u>7,500.00</u>				
<b>CONSERVATION FOUNDATION</b>					
EROSION SETL CONTROL	840.00	01622200 52223	TRAINING	11/17/09	
	<u>840.00</u>				
<b>CONSTANT CONTACT</b>					
ON-LINE NEWSLETTER	15.94	01520000 52240	PUBLIC NOTICES/INFORMATION	10/13/09	
	<u>15.94</u>				
<b>COOPER SAFETY</b>					
GLOVES - TREE CREW	48.84	01670700 53324	UNIFORMS	6777292	
	<u>48.84</u>				
<b>COUNTY COURT REPORTERS INC</b>					
COURT REPORTER-INVEST	489.75	01570000 52238	LEGAL FEES	100262	
	<u>489.75</u>				
<b>CREATIVE PROMOTIONAL APPAREL INC</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
CLOTH ALLOW - EBY	38.80	01664700 53324	UNIFORMS	12657	
	<u>38.80</u>				
<b>CUSTOM SERVICE HEAT COOL INC</b>					
PWKS HAVC SERVICE	550.11	01670400 52244	MAINTENANCE & REPAIR	12/17/09	
S VEH GARAGE HAVC SERVICE	800.61	01670400 52244	MAINTENANCE & REPAIR	12/16/09	
	<u>1,350.72</u>				
<b>DAILY HERALD</b>					
PUBLIC NOTICE 09324	78.00	01530000 52240	PUBLIC NOTICES/INFOR	T4189962	
TUBEWAY BID ADS	142.00	04101500 54480	CONSTRUCTION	T4187212	
	<u>220.00</u>				
<b>DANNAE POPE</b>					
REIMBURSEMENT FOR UNIFORM SH	107.45	01662700 53324	UNIFORMS	SHOE REIMB	
	<u>107.45</u>				
<b>DAVID G BAKER</b>					
VLG BOARD MTG TELECAST 1/4/10	100.00	01650100 52253	CONSULTANT	010410	
	<u>100.00</u>				
<b>DIGIOIA BROTHERS CONST. CO</b>					
SNOW PLOWING	15,655.50	01670200 52266	SNOW REMOVAL	47808	20100083
	<u>15,655.50</u>				
<b>DOJES FORENSIC SUPPLIES</b>					
ET SUPPLIES	225.41	01662760 53317	OPERATING SUPPLIES	15979	
	<u>225.41</u>				
<b>DPA LASER SERVICES INC</b>					
TONER CARTRIDGE	92.00	01662456 53314	OFFICE SUPPLIES	8581	
TONER CARTRIDGE	109.00	01660156 53314	OFFICE SUPPLIES	8603	
TONER CARTRIDGE	114.00	01662656 53314	OFFICE SUPPLIES	8603	
TONER CARTRIDGE	122.00	01662756 53314	OFFICE SUPPLIES	8603	
TONER CARTRIDGE	151.87	01662456 53314	OFFICE SUPPLIES	8603	
TONER CARTRIDGES	338.00	01662656 53314	OFFICE SUPPLIES	8503	
	<u>926.87</u>				
<b>DSW SHOEWAREHOUSE</b>					
CLOTH ALLOW-NICKLES	59.95	01662400 53324	UNIFORMS	3481	
	<u>59.95</u>				
<b>DU COMM</b>					
ANNUAL MEMBERSHIP FEES- QUAR	6,977.50	01662300 52245	GENERAL COMMUNICATIONS	14025	20100033



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
ANNUAL MEMBERSHIP FEES- QUAR	9,768.50	01660100 52245	GENERAL COMMUNICATIONS	14025	20100033
ANNUAL MEMBERSHIP FEES- QUAR	11,164.25	01662400 52245	GENERAL COMMUNICATIONS	14025	20100033
ANNUAL MEMBERSHIP FEES- QUAR	13,955.25	01664700 52245	GENERAL COMMUNICATIONS	14025	20100033
ANNUAL MEMBERSHIP FEES- QUAR	97,686.50	01662700 52245	GENERAL COMMUNICATIONS	14025	20100033
	<b>139,552.00</b>				
<b>DUPAGE COUNTY</b>					
DATA PROCESS-DECEMBER/09 POL	250.00	01662600 52247	DATA PROCESSING	7010	
	<b>250.00</b>				
<b>DUPAGE COUNTY ANIMAL CARE &amp; CONTROL</b>					
OCT ANIMALCONTROLBILL	290.00	01662700 52249	ANIMAL CONTROL	244-15577	
	<b>290.00</b>				
<b>DUPAGE COUNTY CLERK</b>					
NOTARY COMM REGISTRATION/COI	10.00	01662700 52234	DUES & SUBSCRIPTIONS	CHAD PASKEVICZ	
	<b>10.00</b>				
<b>EMBLEM ENTERPRISES INC</b>					
GOLD UNIFORM PATCHES	409.52	01662700 53324	UNIFORMS	448430	
SILVER UNIFORM PATCH	1,743.61	01662700 53324	UNIFORMS	449273	
	<b>2,153.13</b>				
<b>FANNIE MAE #395</b>					
TREE LIGHTING	20.99	01750000 52291	MISC EVENTS/ACTIVITIES	22524	
	<b>20.99</b>				
<b>FLOLO CORPORATION</b>					
MAINTENANCE - PUMPS	300.00	04201600 52244	MAINTENANCE & REPAIR	084761	
	<b>300.00</b>				
<b>FLOOD BROTHERS DISPOSAL</b>					
LEAF STICKERS	850.00	01 14121	LEAF COLLECTION STICKERS	1812801	
	<b>850.00</b>				
<b>FREE CONFERENCE CALL</b>					
CONFERENCE CALL-JEB	21.03	01650100 52230	TELEPHONE	27971391	
	<b>21.03</b>				
<b>GALLS</b>					
CERT SUPPLIES	245.25	01664700 53325	COMMUNITY RELATIONS	51309024	
VOLUNTEER JACKETS	234.45	01664773 53325	COMMUNITY RELATIONS	255402	
	<b>479.70</b>				
<b>GO PROMOS</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
VOLUNTEER GIFTS	61.15	01664773 53325	COMMUNITY RELATIONS	2272470	
VOLUNTEER GIFTS	61.35	01664773 53325	COMMUNITY RELATIONS	2271126	
VOLUNTEER GIFTS	127.18	01664773 53325	COMMUNITY RELATIONS	2287524	
	<u>249.68</u>				
<b>GORDON FLESCH COMPANY INC</b>					
REC COPR 10/23-11/24	150.60	01662600 52226	OFFICE EQUIPMENT MAINTENAI	0NW207	
	<u>150.60</u>				
<b>GRAINGER</b>					
THERMOSTAT BULB	45.72	04201600 53317	OPERATING SUPPLIES	1093962451	
	<u>45.72</u>				
<b>GRAPHIC III PAPER</b>					
NCR PAPER	431.70	01662700 53314	OFFICE SUPPLIES	313169	
	<u>431.70</u>				
<b>GROUP LINK</b>					
HELP DESK UPDATE	1,188.81	01652800 52255	SOFTWARE MAINTENANCE	09121712838	
	<u>1,188.81</u>				
<b>HARRINGTON INDUSTRIAL PLASTICS</b>					
ADAPTERS, RUBBER	114.72	01670200 52212	AUTO MAINTENANCE & REPAIR	02379115	
	<u>114.72</u>				
<b>HD SUPPLY WATERWORKS</b>					
OIL PLUG	70.40	04201600 53317	OPERATING SUPPLIES	9470350	
SWR CPLG,6 PVC,KEY	680.00	04201600 53317	OPERATING SUPPLIES	9925407	
WASHER	10.00	04201600 53317	OPERATING SUPPLIES	9848489	
	<u>760.40</u>				
<b>HOME DEPOT</b>					
2X10 LUMBER	15.58	01670300 53317	OPERATING SUPPLIES	0272104	
BRINE TK SPRAY BARS	17.70	01670200 52212	AUTO MAINTENANCE & REPAIR	2016434	
GIFT CARD-GIUNTI	125.00	01600000 52242	EMPLOYEE RECOGNITION	11/23/09	
HOSE GEOMELT APP SALT	68.11	01670200 52212	AUTO MAINTENANCE & REPAIR	2118057	
MOUSE BARS,SPRAYER	13.92	04201600 53317	OPERATING SUPPLIES	5728738	
PARTS - BRINE TK #46	28.77	01670200 52212	AUTO MAINTENANCE & REPAIR	2116762	
PARTS - BRINE TK #46	47.71	01670200 52212	AUTO MAINTENANCE & REPAIR	2116770	
TAPE,TORCH,ADAPTER	57.84	04101100 53317	OPERATING SUPPLIES	0623447	
TK #71 - BRINE BAR	12.57	01670200 52212	AUTO MAINTENANCE & REPAIR	2118206	
	<u>387.20</u>				
<b>HR SIMPLIFIED</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
COBRA ADM-NOVEMBER	50.00	01600000 52273	EMPLOYEE SERVICES	25310	
	<u>50.00</u>				
<b>ICCI</b>					
ICC MEMBERSHIP DUES	100.00	01643700 52234	DUES & SUBSCRIPTIONS	2750583	
	<u>100.00</u>				
<b>IGFOA</b>					
IGFOA - HELGERSON	30.00	01610100 52222	MEETINGS	12/11/2009	
	<u>30.00</u>				
<b>IRMA</b>					
2010 CONTRIBUTION	11.94	01641800 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	11.94	01643600 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	35.83	04100100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	38.35	01622300 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	47.78	01580000 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	59.72	01640100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	59.72	01641700 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	59.72	04203100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	71.66	01622300 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	71.66	04103100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	76.70	01623100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	83.61	01613000 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	90.39	01640100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	90.39	01641700 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	95.55	01650100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	107.49	01600000 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	119.44	01652800 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	131.38	01610100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	136.96	01621900 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	175.31	01621300 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	191.10	01612900 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	214.99	01662500 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	227.36	01662400 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	252.01	01650100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	252.01	01690100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	252.01	01696200 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	252.01	04101200 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	274.71	01623100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	276.66	01622200 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	286.65	01621900 51114	WORKERS COMP	2010 ANNL CONTRIB	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
2010 CONTRIBUTION	293.10	04200100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	334.43	01662600 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	358.31	01590000 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	394.14	04201300 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	410.88	01642100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	410.88	01643700 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	418.03	04101500 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	460.19	01670100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	501.28	01680000 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	501.64	01750000 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	549.41	01642100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	553.32	01620100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	561.36	04201400 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	577.98	01670600 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	597.19	01621300 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	632.76	01670400 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	679.33	01662300 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	687.55	04201300 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	752.46	01690100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	791.64	01660100 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	791.64	01664700 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	868.34	01670300 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	871.90	01622200 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	980.64	04201600 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	994.34	01670700 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,221.70	01670500 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,306.61	04201400 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,313.81	01620100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,469.08	01643700 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,492.97	04200100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,696.02	01696200 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	1,839.34	01670500 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	2,006.55	01670700 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	2,221.54	01670600 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	2,329.04	01680000 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	2,615.69	01670200 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	2,675.40	01670300 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	3,559.24	01670400 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	3,654.79	04201600 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	3,690.63	01670100 51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	4,289.64	01670200 52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
2010 CONTRIBUTION	4,443.08	01662300	51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	5,272.84	04200100	52263	PROPERTY INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	5,463.00	01650100	52263	PROPERTY INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	5,618.60	04100100	52261	LIABILITY INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	5,618.60	04200100	52261	LIABILITY INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	6,050.80	01650100	52261	LIABILITY INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	6,552.15	04100100	52263	PROPERTY INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	6,975.16	01662400	51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	8,820.32	01662700	52224	VEHICLE INSURANCE	2010 ANNL CONTRIB	
2010 CONTRIBUTION	8,993.66	01664700	51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	10,355.25	01660100	51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	50,832.69	01662700	51114	WORKERS COMP	2010 ANNL CONTRIB	
2010 CONTRIBUTION	66,540.84		04 13010	PRE-PAID ITEMS	2010 ANNL CONTRIB	
2010 CONTRIBUTION	296,269.17		01 13010	PRE-PAID ITEMS	2010 ANNL CONTRIB	
DECEMBER DEDUCTIBLES	1,952.97	01650100	52215	IRMA DEDUCTIBLES	9446	
DECEMBER OPTIONAL DEDUCTIBLE	2,880.69	01650100	52215	IRMA DEDUCTIBLES	9495	
	<b>549,049.66</b>					
<b>ILL ASSN OF PROPERTY &amp; EVIDENCE MGRS</b>						
MEMB IAPEM LAPORTE	25.00	01662400	52234	DUES & SUBSCRIPTIONS	919015392483	
	<b>25.00</b>					
<b>ILLINI POWER PRODUCTS</b>						
#510 PMA - VH GENERAT	292.00	01696200	53353	OUTSOURCING SERVICES	109873	
	<b>292.00</b>					
<b>ILLINOIS ASSN OF TECHNICAL ACCIDENT INVE</b>						
DUES FOR JUNGERS, WHITE AND K.	135.00	01662300	52234	DUES & SUBSCRIPTIONS	2010 MEMB RNWL	
	<b>135.00</b>					
<b>ILLINOIS SECRETARY OF STATE</b>						
CONVENIENCE FEE	3.46	01660154	52212	AUTO MAINTENANCE & REPAIR	11/25/09	
PLATE STICKER- 657	82.50	01662454	52212	AUTO MAINTENANCE & REPAIR	11/25/09	
PLATE STICKER- 691	82.50	01664754	52212	AUTO MAINTENANCE & REPAIR	11/25/09	
	<b>168.46</b>					
<b>INTERNET PURCHASE MASTERCARD</b>						
CERT HELMETS	128.67	01664773	53325	COMMUNITY RELATIONS	SE1046584	
WEBSITE SOFTWARE	30.00	01652800	52255	SOFTWARE MAINTENANCE	4168068772	
	<b>158.67</b>					
<b>ION INC</b>						
BATTERIES FOR CERT	443.70	01664700	53325	COMMUNITY RELATIONS	32713	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<b>443.70</b>				
<b>ISABELLE BOSCO</b>					
SNOW PLOWING	753.50	01670200 52266	SNOW REMOVAL	0902	20100090
SNOW PLOWING	1,267.25	01670200 52266	SNOW REMOVAL	0901	20100090
	<b>2,020.75</b>				
<b>J C PENNY</b>					
CLOTH ALLOW-HARRISON	149.98	01662400 53324	UNIFORMS	898908	
CLOTH ALLOW-HARRISON	189.43	01662400 53324	UNIFORMS	010715	
CLOTH ALLOW-RANWEILER	49.29	01664700 53324	UNIFORMS	2376	
	<b>388.70</b>				
<b>JULIE INC</b>					
LOCATES FOR DECEMBER	63.25	01670300 52272	PROPERTY MAINTENANCE(NPDI	12-09-0355	
LOCATES FOR DECEMBER	63.25	04101500 52272	PROPERTY MAINTENANCE(NPDI	12-09-0355	
LOCATES FOR DECEMBER	63.25	04201600 52272	PROPERTY MAINTENANCE(NPDI	12-09-0355	
	<b>189.75</b>				
<b>JACKSON HIRSH INC</b>					
LAMINATION REPLENISH	201.31	01660100 53317	OPERATING SUPPLIES	0755783	
	<b>201.31</b>				
<b>JENNER TRUCKING</b>					
SNOW PLOWING FY 09/10	529.50	01670200 52266	SNOW REMOVAL	161	20100087
SNOW PLOWING FY 09/10	1,517.00	01670200 52266	SNOW REMOVAL	165	20100087
SNOW PLOWING FY 09/10	1,654.00	01670200 52266	SNOW REMOVAL	162	20100087
SNOW PLOWING FY 09/10	1,791.00	01670200 52266	SNOW REMOVAL	164	20100087
SNOW PLOWING FY 09/10	1,928.00	01670200 52266	SNOW REMOVAL	163	20100087
	<b>7,419.50</b>				
<b>JEWEL-OSCO</b>					
HOLIDAY LUNCHEON	34.96	01600000 52242	EMPLOYEE RECOGNITION	324602003818	
RETIREMENT GIUNTI	11.00	01600000 52242	EMPLOYEE RECOGNITION	324601017716	
	<b>45.96</b>				
<b>JOE COTTON FORD</b>					
HOSE AST,NAME PLATE	303.28	01696200 53354	PARTS PURCHASED	283394	
JEWELS	10.35	01696200 53354	PARTS PURCHASED	283662	
JEWELS	20.70	01696200 53354	PARTS PURCHASED	283664	
KEYS & ANTI THEFT	126.70	01643700 52212	AUTO MAINTENANCE & REPAIR	T6077	
	<b>461.03</b>				
<b>JOES BLACKTOP INC</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SNOW PLOWING FY 2009/10	2,606.00	01670200 52266	SNOW REMOVAL	1/7/10	20100082
SNOW PLOWING FY 2009/10	2,606.00	01670200 52266	SNOW REMOVAL	1/8/10	20100082
	<u>5,212.00</u>				
<b>JOHN GREEN CORP</b>					
SWITCH GARAGE DOOR	-6.72	01670400 52244	MAINTENANCE & REPAIR	819562A	
SWITCH-GARAGE DOOR	5.76	01670400 52244	MAINTENANCE & REPAIR	819562A	
SWITCH-GARAGE DOOR	84.92	01670400 52244	MAINTENANCE & REPAIR	819562A	
	<u>83.96</u>				
<b>KALE UNIFORMS</b>					
STAR COLLAR INSIGNIAS	35.70	01660100 53324	UNIFORMS	325151	
	<u>35.70</u>				
<b>KANSAS STATE BANK</b>					
MONTHLY VOICE LOGGER	253.00	01660100 52226	OFFICE EQUIPMENT MAINTENAN	PYMNT 60	20100013
	<u>253.00</u>				
<b>KOHL'S</b>					
CLOTH ALLOW-RANWEILER	346.34	01664700 53324	UNIFORMS	65/27/5924	
CLOTH ALLOW-RUDELICH	37.98	01664700 53324	UNIFORMS	322001206852	
	<u>384.32</u>				
<b>LOWE'S HOME CENTERS</b>					
6"X6" COUPLING FLEXIB	44.56	04200100 53317	OPERATING SUPPLIES	09871	
6' STEP,BATT.DEMO KIT	151.94	04201600 53317	OPERATING SUPPLIES	02198	
ELECTRICAL TAPE	6.69	01680000 53319	MAINTENANCE SUPPLIES	14362	
HOSE FOR GEOMELT TANK	215.00	01670200 53317	OPERATING SUPPLIES	14435	
INDOOR RANGE SUPPLIES	83.68	01662700 53317	OPERATING SUPPLIES	1415305	
INDOOR RANGE SUPPLY	2.04	01662700 53317	OPERATING SUPPLIES	1298686	
KNIT GLOVES	23.92	04201600 53317	OPERATING SUPPLIES	02528	
PLUMBING PARTS	10.72	01680000 53319	MAINTENANCE SUPPLIES	14684	
RANGE SUPPLY RETURN	-21.36	01662700 53317	OPERATING SUPPLIES	856211	
RANGE SUPPLY RETURN	-0.96	01662700 53317	OPERATING SUPPLIES	1298686	
SALT/MTC SUPPLIES	40.84	01680000 53319	MAINTENANCE SUPPLIES	14517	
SNOW BLOWER	359.00	01680000 53350	SMALL EQUIPMENT EXPENSE	14462	
	<u>916.07</u>				
<b>MEADE ELECTRIC COMPANY INC</b>					
TRAF SIGN MAINT-10/09	150.00	06320000 52244	MAINTENANCE & REPAIR	643315	
TRAF SIGN MAINT-11/09	150.00	06320000 52244	MAINTENANCE & REPAIR	643714	
	<u>300.00</u>				
<b>MENARDS</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TC MTC SUPPLIES	5.16	01680000 53381	TC MAINTENANCE & SUPPLIES	066346	
	<u>5.16</u>				
<b>MENNON RUBBER &amp; SAFE</b>					
FACEMASKS	54.48	04201600 53324	UNIFORMS	29599	
	<u>54.48</u>				
<b>METROPOLITON INDUSTRIES INC</b>					
TALL OAKS LF ALTERNAT	120.00	04101500 53317	OPERATING SUPPLIES	0000225094	
	<u>120.00</u>				
<b>MICROSYSTEMS INC</b>					
MICROFILM BOXES DESTROYED	25.00	01612900 52232	RECORDS STORAGE	10108	
PULLED BOX OUT OF STORAGE & D	60.00	01662600 52232	RECORDS STORAGE	10108A	
	<u>85.00</u>				
<b>MIDWAY TRUCK PARTS</b>					
12V ALTER- PLOW TKS	228.00	01696200 53354	PARTS PURCHASED	573428	
CLAMPS	49.50	01696200 53354	PARTS PURCHASED	573461	
REB TURBO	1,235.00	01696200 53354	PARTS PURCHASED	573491	
TK #82 REB TURBO	1,235.00	01696200 53354	PARTS PURCHASED	573429	
	<u>2,747.50</u>				
<b>MINUTEMAN PRESS</b>					
BUSINESS CARDS (ENG)	23.00	01620100 53315	PRINTED MATERIALS	26200	
BUSINESS CARDS (GIESE	46.00	01520000 53315	PRINTED MATERIALS	26200	
BUSINESS CARDS (JEB)	23.00	01590000 53314	OFFICE SUPPLIES	26200	
BUSINESS CARDS (PW)	23.00	01670100 53315	PRINTED MATERIALS	26200	
CIP COVERS	105.17	01610100 53315	PRINTED MATERIALS	26421	
	<u>220.17</u>				
<b>MORONI LAW OFFICES</b>					
PROSECUTORS SERVICES FOR NOV	2,155.00	01570000 52235	LEGAL FEES-PROSECUTION	NOVEMBER 2009	
	<u>2,155.00</u>				
<b>MR SITCO</b>					
METER READS DEC 09	1,629.00	04103100 52221	UTILITY BILL PROCESSING	50516	6
METER READS DEC 09	1,629.00	04203100 52221	UTILITY BILL PROCESSING	50516	6
	<u>3,258.00</u>				
<b>MULTI PRINTING SOLUTIONS</b>					
REGISTER RECEIPTS	242.20	01662600 53315	PRINTED MATERIALS	210976	
	<u>242.20</u>				



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>NAPA AUTO CENTER</b>					
RAVEN BLK NITRIL	11.49	01696200 53317	OPERATING SUPPLIES	057324	
	<u>11.49</u>				
<b>NATIONAL ENGRAVERS</b>					
PHOTO PLAQUE-QUINN	70.00	01660100 53317	OPERATING SUPPLIES	5955	
PICTURE PLAQUE- GLOS	70.00	01660100 53317	OPERATING SUPPLIES	6367	
SHADOW BOX- GLOS	195.00	01660100 53317	OPERATING SUPPLIES	6367	
SHADOW BOX- SPARE	150.00	01660100 53317	OPERATING SUPPLIES	5955	
	<u>485.00</u>				
<b>NATIONAL LAW ENFORCEMENT SUPPLY</b>					
EVIDENCE SUPPLIES	127.10	01662400 53317	OPERATING SUPPLIES	522183	
	<u>127.10</u>				
<b>NATIONAL TRADE SUPPLY LLC</b>					
LIGHTS/HOLDERS CERT	595.50	01664700 53325	COMMUNITY RELATIONS	499674	
	<u>595.50</u>				
<b>NAVIANT INC</b>					
BULB MICROFILM MACH	26.70	01643700 53314	OFFICE SUPPLIES	0103882-IN	
	<u>26.70</u>				
<b>NEOPOST LEASING</b>					
LEASE DEC 09	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	N1168948	
	<u>422.44</u>				
<b>NICOR GAS</b>					
SERV FROM 11/06 THRU 12/08	104.76	04201600 52277	HEATING GAS	13-81-12-1000-7 NOV	
SERV FROM 11/06 THRU 12/08	3,502.52	01670600 52277	HEATING GAS	1771121000 9 NOV	
SERV FROM 11/19 -12/21	175.51	01680000 52277	HEATING GAS	4721121000 1-DEC	
SERV FROM 12/09/09 THRU 01/11/10	87.05	04101500 52277	HEATING GAS	86-60-60-1117-8 JAN	
	<u>3,869.84</u>				
<b>NORDSTROM 1 RACK</b>					
CLOTH ALLOW - CHACON	19.97	01662400 53324	UNIFORMS	6515	
	<u>19.97</u>				
<b>NORTH GARY AUTO CARE ENTER</b>					
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	52385	
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	52496	
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	52497	
	<u>89.97</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>OCE IMAGISTICS INC</b>					
PWK COPR NOV 09	20.89	01670100 52231	COPY EXPENSE	413389965	
	<u>20.89</u>				
<b>OFFICE DEPOT</b>					
BLK INK CARTRIDGE	14.00	01670100 53314	OFFICE SUPPLIES	501474733001	
CERT SUPPLIES	13.08	01664700 53325	COMMUNITY RELATIONS	499477881001	
CPA SUPPLIES	13.08	01664776 53325	COMMUNITY RELATIONS	499738196001	
DEPARTMENT CALENDARS	28.31	01620100 53314	OFFICE SUPPLIES	499585700001	
DESK CALENDAR	3.25	01600000 53314	OFFICE SUPPLIES	500384471001	
OFFICE SUPPLIES	2.37	01613000 53314	OFFICE SUPPLIES	499983528001	
OFFICE SUPPLIES	3.30	01612900 53314	OFFICE SUPPLIES	499983704001	
OFFICE SUPPLIES	3.52	01662500 53314	OFFICE SUPPLIES	498637451	
OFFICE SUPPLIES	5.86	01662500 53314	OFFICE SUPPLIES	501132095	
OFFICE SUPPLIES	11.12	01660100 53314	OFFICE SUPPLIES	501421739	
OFFICE SUPPLIES	14.11	01662400 53314	OFFICE SUPPLIES	498637451	
OFFICE SUPPLIES	14.11	01662700 53314	OFFICE SUPPLIES	498637451	
OFFICE SUPPLIES	18.88	04203100 53314	OFFICE SUPPLIES	499983528001	
OFFICE SUPPLIES	23.46	01662400 53314	OFFICE SUPPLIES	501132095	
OFFICE SUPPLIES	23.46	01662700 53314	OFFICE SUPPLIES	501132095	
OFFICE SUPPLIES	28.24	01660100 53314	OFFICE SUPPLIES	498637451	
OFFICE SUPPLIES	28.24	01664700 53314	OFFICE SUPPLIES	498637451	
OFFICE SUPPLIES	46.69	01610100 53314	OFFICE SUPPLIES	499983528001	
OFFICE SUPPLIES	46.93	01660100 53314	OFFICE SUPPLIES	501132095	
OFFICE SUPPLIES	46.93	01664700 53314	OFFICE SUPPLIES	501132095	
OFFICE SUPPLIES	80.98	01612900 53314	OFFICE SUPPLIES	499983528001	
OFFICE SUPPLIES	88.24	01662600 53314	OFFICE SUPPLIES	498637451	
OFFICE SUPPLIES	146.64	01662600 53314	OFFICE SUPPLIES	501132095	
PENS,PADS,POSTCARDS	57.78	01690100 53314	OFFICE SUPPLIES	501474733001	
STREET OFFICE SUPPLIE	35.90	01670100 53314	OFFICE SUPPLIES	498903508001	
WATER OFFICE SUPPLIES	35.09	04200100 53314	OFFICE SUPPLIES	498903508001	
	<u>833.57</u>				
<b>OLIVE GROVE LANDSCAPING INC</b>					
SNOW PLOWING	7,310.00	01670200 52266	SNOW REMOVAL	11014	20100089
	<u>7,310.00</u>				
<b>OUTREACH COMMUNITY CENTER</b>					
FUNDING SUPPORT	500.00	01520000 52274	COMMUNITY SERVICE PROGRAM MLK CELEBRATION		
	<u>500.00</u>				
<b>PARENT PETROLEUM</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SYN BLEND 5W20 OIL	830.05	01696200	53354	PARTS PURCHASED	513900	
	<u>830.05</u>					
<b>PARTY CENTRAL</b>						
TENT FOR TREE LIGHTIN	1,518.00	01750000	52291	MISC EVENTS/ACTIVITIES	411895	
	<u>1,518.00</u>					
<b>PRAIRIE PATH CYCLES</b>						
BIKE REPAIRS	52.98	01664700	53317	OPERATING SUPPLIES	072009112100	
BIKE RODEOCERTIFICATE	100.00	01664764	53325	COMMUNITY RELATIONS	062409183158	
	<u>152.98</u>					
<b>PUBLIC STORAGE 28162</b>						
STORAGE FEE JAN 2010	219.00	01662400	53317	OPERATING SUPPLIES	28162 JAN10	
	<u>219.00</u>					
<b>RADCO COMMUNICATIONS INC</b>						
655 STRIP OUT	405.70	01662750	52212	AUTO MAINTENANCE & REPAIR	74610	
656 STRIP OUT	405.70	01662750	52212	AUTO MAINTENANCE & REPAIR	74727	
661 STRIP OUT	405.00	01662750	52212	AUTO MAINTENANCE & REPAIR	74682	
672 GRILL LIGHT FIX	15.00	01660150	52212	AUTO MAINTENANCE & REPAIR	74727	
682 STROBE REPAIR	45.00	01662750	52212	AUTO MAINTENANCE & REPAIR	74707	
686-SIREN REPAIR	15.70	01662750	52212	AUTO MAINTENANCE & REPAIR	74610	
688 DOCK STATION FIX	16.00	01662750	52212	AUTO MAINTENANCE & REPAIR	74727	
690 LABOR INSTALL	2,400.00	01662700	54412	OTHER EQUIPMENT	74662	
692 LABOR INSTALL	2,400.00	01662700	54412	OTHER EQUIPMENT	74727	
692 PARTS	760.48	01662752	52212	AUTO MAINTENANCE & REPAIR	74727	
694 CAGE INSTALL	810.95	01664752	52212	AUTO MAINTENANCE & REPAIR	74682	
ARROW STICK CONTROL	103.60	01662700	53350	SMALL EQUIPMENT EXPENSE	74727	
ARROWSTICK CONTROL	103.60	01662700	53350	SMALL EQUIPMENT EXPENSE	74662	
BACK-UP LIGHTS	256.45	01662700	53350	SMALL EQUIPMENT EXPENSE	74662	
BACK-UP LIGHTS	256.45	01662700	53350	SMALL EQUIPMENT EXPENSE	74727	
CHECK CHAN 4 BASE	90.00	01660100	52227	RADIO MAINTENANCE	74727	
CO-PILOT LIGHT	40.30	01662700	53350	SMALL EQUIPMENT EXPENSE	74662	
CO-PILOT LIGHT	40.30	01662700	53350	SMALL EQUIPMENT EXPENSE	74727	
DESK CHAN 4 REPAIR	75.00	01660100	52227	RADIO MAINTENANCE	74727	
LIGHT SWITCHBOX	239.50	01662700	53350	SMALL EQUIPMENT EXPENSE	74662	
LIGHT SWITCHBOX	239.50	01662700	53350	SMALL EQUIPMENT EXPENSE	74727	
MIRROR BEAM LIGHTS	302.20	01662700	53350	SMALL EQUIPMENT EXPENSE	74727	
MIRROR LIGHTS	302.20	01662700	53350	SMALL EQUIPMENT EXPENSE	74662	
PARTS	722.38	01662752	52212	AUTO MAINTENANCE & REPAIR	74662	
REAR DECK & GRILL	449.24	01662700	53350	SMALL EQUIPMENT EXPENSE	74662	
REAR DECK & GRILL	449.24	01662700	53350	SMALL EQUIPMENT EXPENSE	74727	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SIREN	400.25	01662700 53350	SMALL EQUIPMENT EXPENSE	74662	
SIREN	400.25	01662700 53350	SMALL EQUIPMENT EXPENSE	74727	
SIREN SPEAKER	135.00	01662700 53350	SMALL EQUIPMENT EXPENSE	74662	
SIREN SPEAKER	135.00	01662700 53350	SMALL EQUIPMENT EXPENSE	74727	
	<u>12,419.99</u>				
<b>RESOURCE UTILITY SUPPLY CO</b>					
PLUGS FOR CURB BOXES	217.98	04201600 53317	OPERATING SUPPLIES	062340	
	<u>217.98</u>				
<b>RESTAURANT-MASTERCARD</b>					
APPR EVENT-PC	106.84	01530000 52222	MEETINGS	85250	
BOARD WORKING MEETING	201.90	01520000 52222	MEETINGS	890667	
PIZZA - B-BOX REPAIR	16.00	04201600 53317	OPERATING SUPPLIES	12/15/09	
RETIREMENT FD GIUNTI	475.50	01600000 52242	EMPLOYEE RECOGNITION	001	
TR LITE VOL GFT CERT	30.00	01750000 52291	MISC EVENTS/ACTIVITIES	12/3/09	
WORKING LUNCH	41.75	01570000 52238	LEGAL FEES	890681	
	<u>871.99</u>				
<b>S &amp; S MAINTENANCE INC</b>					
SNOW PLOWING	3,782.50	01670200 52266	SNOW REMOVAL	VCS0010-006	20100081
SNOW PLOWING	4,616.25	01670200 52266	SNOW REMOVAL	VCS0011-007	20100081
	<u>8,398.75</u>				
<b>SAUERS BAKERY INC</b>					
RETIREMENT CAKE GIUNT	110.02	01600000 52242	EMPLOYEE RECOGNITION	9621	
	<u>110.02</u>				
<b>SEARS HARDWARE</b>					
FLASHLIGHTS - TRUCKS	238.12	01670200 53317	OPERATING SUPPLIES	078809000266	
	<u>238.12</u>				
<b>SIKICH LLP</b>					
AUDIT SERVICES FY09	717.00	01520000 52237	AUDIT FEES	110302	20100016
	<u>717.00</u>				
<b>SIU SCHOOL OF MEDICINE (SIUSOM)</b>					
REG FEE FOR 2010 CPS UPDATE CC	15.00	01 13010	PRE-PAID ITEMS	ROBERT WHITE	
	<u>15.00</u>				
<b>STEINER ELECTRIC COMPANY</b>					
BALLASTS & FUSES	482.00	01670300 52271	STREET LIGHT MAINTENANCE	S003132797	
MO REBUILD KITS	420.00	04201600 53317	OPERATING SUPPLIES	S00313436802	
	<u>902.00</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>STREICHERS</b>					
BUCHOLZ BULLET PF VST	715.00	01662700 53324	UNIFORMS	1689565	
CRED -RANGE BAG	-90.00	01660100 53317	OPERATING SUPPLIES	168190CR	
D OBRIENBULLETPRF VST	710.00	01662700 53324	UNIFORMS	1693039	
DUMOULIN BULLET PF VT	716.66	01660100 53324	UNIFORMS	1693036	
GUN PARTS	26.00	01662700 53317	OPERATING SUPPLIES	9101	
HARRISON BULLET PF VT	716.67	01662400 53324	UNIFORMS	1693036	
JUNGERS BULLET PF VST	715.00	01662300 53324	UNIFORMS	1689565	
PECE BULLET PF VEST	715.00	01664700 53324	UNIFORMS	1689565	
PLACKETT BULLET PF VT	716.67	01662700 53324	UNIFORMS	1693036	
ROE BULLET PROOF VEST	720.00	01662700 53324	UNIFORMS	1684374	
	<b>5,661.00</b>				
<b>SUNRISE CHEVROLET</b>					
FITTING - #645	189.44	01696200 53354	PARTS PURCHASED	722440	
PIPES	525.54	01696200 53354	PARTS PURCHASED	722337	
TK #8 SHAFT	69.00	01696200 53354	PARTS PURCHASED	721812	
	<b>783.98</b>				
<b>TCL EXCAVATING INC</b>					
SNOW PLOWING FY 2009/10	3,812.00	01670200 52266	SNOW REMOVAL	C2361	20100080
SNOW PLOWING FY 2009/10	3,812.00	01670200 52266	SNOW REMOVAL	C2363	20100080
SNOW PLOWING FY 2009/10	4,712.00	01670200 52266	SNOW REMOVAL	C2364	20100080
SNOW PLOWING FY 2009/10	5,012.00	01670200 52266	SNOW REMOVAL	C2362	20100080
	<b>17,348.00</b>				
<b>TERRACE SUPPLY COMPANY</b>					
GAS CYCL 10/15-11/15	65.23	01696200 52264	EQUIPMENT RENTAL	587690Z	
	<b>65.23</b>				
<b>TESTING SERVICE CORP</b>					
MATERIALS TESTER	508.00	11740000 55486	ROADWAY CAPITAL IMPROVEME	079014	
	<b>508.00</b>				
<b>THIRD MILLENIU ASSOCIATES INCORPORATEE</b>					
50 % WATER BILL / LATE NOTICE PR	1,177.11	04103100 52221	UTILITY BILL PROCESSING	12196-DEC	20100012
50 % WATER BILL / LATE NOTICE PR	1,177.11	04203100 52221	UTILITY BILL PROCESSING	12196-DEC	20100012
INTERNET E PAY MINIMUN MONTHL	225.00	04103100 52221	UTILITY BILL PROCESSING	12197	20100011
INTERNET E PAY MINIMUN MONTHL	225.00	04203100 52221	UTILITY BILL PROCESSING	12197	20100011
	<b>2,804.22</b>				
<b>THOMAS F HOWARD JR</b>					
SERV FROM 11/30 THRU 12/30	7,890.00	01570000 52312	PROSECUTION DUI	163	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>7,890.00</u>				
<b>THOMSON WEST</b>					
POLICEDISCIPLINARYBUL	168.00	01660100 52234	DUES & SUBSCRIPTIONS	819702026	
SEARCH & SEIZ BULLITN	168.00	01662700 52234	DUES & SUBSCRIPTIONS	819702026	
	<u>336.00</u>				
<b>TIC TANK INDUSTRY CONSTULTANTS</b>					
CELL TOWER ANTENNA REVIEW AN	3,500.00	01643700 52253	CONSULTANT	24093	20100021
	<u>3,500.00</u>				
<b>TITAN SUPPLY INC</b>					
JANITORIAL SUPPLIES	459.40	01680000 53320	JANITORIAL SUPPLIES	3077	
	<u>459.40</u>				
<b>TRUMPET PUBLISHING CORP</b>					
BST POLC WRTG BK	39.98	01660100 53318	REFERENCE MATERIALS	2009 1207-53	
	<u>39.98</u>				
<b>TWIN DISCOVERY SYSTEM INC</b>					
BATONS	136.40	01664773 53325	COMMUNITY RELATIONS	T22992	
CERT VESTS	386.20	01664773 53325	COMMUNITY RELATIONS	T2299	
	<u>522.60</u>				
<b>U S PAVING INC</b>					
SNOW PLOWING FY 09/10	1,874.00	01670200 52266	SNOW REMOVAL	09-24	20100079
SNOW PLOWING FY 09/10	1,918.00	01670200 52266	SNOW REMOVAL	09-21	20100079
SNOW PLOWING FY 09/10	2,703.00	01670200 52266	SNOW REMOVAL	09-23	20100079
SNOW PLOWING FY 09/10	2,862.00	01670200 52266	SNOW REMOVAL	09-20	20100079
	<u>9,357.00</u>				
<b>UNI MAX MANAGEMENT CORP</b>					
JANITORIAL SERVICES- PUBLIC WOI	652.50	01670100 52276	JANITORIAL SERVICES	2139	20100031
JANITORIAL SERVICES- PUBLIC WOI	3,697.50	01680000 52276	JANITORIAL SERVICES	2139	20100031
	<u>4,350.00</u>				
<b>UNIFIRST CORPORATION</b>					
11/24 - CLEAN UNIFORM	23.92	04200100 52267	UNIFORM CLEANING	580483	
11/24 - CLEAN UNIFORM	35.79	01670100 52267	UNIFORM CLEANING	580483	
11/24 - CLEAN UNIFORM	57.78	01696200 52267	UNIFORM CLEANING	580483	
11/24 - TOWELS	43.40	01670100 53319	MAINTENANCE SUPPLIES	580483	
11/24 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	580483	
12/1 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	581807	
12/1 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	581807	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
12/1 - CLEAN UNIFORMS	57.78	01696200	52267	UNIFORM CLEANING	581807	
12/1 - TOWELS	43.40	01670100	53319	MAINTENANCE SUPPLIES	581807	
12/1 - TOWELS	44.29	01696200	53317	OPERATING SUPPLIES	581807	
12/15 - CLEAN UNIFORM	23.92	04200100	52267	UNIFORM CLEANING	584417	
12/15 - CLEAN UNIFORM	35.79	01670100	52267	UNIFORM CLEANING	584417	
12/15 - CLEAN UNIFORM	57.78	01696200	52267	UNIFORM CLEANING	584417	
12/15 - TOWELS	44.15	01670100	53319	MAINTENANCE SUPPLIES	584417	
12/15 - TOWELS	44.29	01696200	53317	OPERATING SUPPLIES	584417	
12/8 CLEAN UNIFORMS	23.92	04200100	52267	UNIFORM CLEANING	583117	
12/8 - CLEAN UNIFORMS	35.79	01670100	52267	UNIFORM CLEANING	583117	
12/8 - CLEAN UNIFORMS	58.78	01696200	52267	UNIFORM CLEANING	583117	
12/8 - TOWELS	44.15	01670100	53319	MAINTENANCE SUPPLIES	583117	
12/8 - TOWELS	44.29	01696200	53317	OPERATING SUPPLIES	583117	
	<b>823.22</b>					
<b>UNITED LABORATORIES</b>						
SANITIZER,SOLVENT	636.09	01670200	53317	OPERATING SUPPLIES	35270	
STAINLESSSTEEL POLISH	196.77	04201600	53317	OPERATING SUPPLIES	36187	
	<b>832.86</b>					
<b>UNIVERSITY OF PHOENIX</b>						
ZOCHERT TUITION REIMB	1,675.00	01662700	52223	TRAINING	10974314	
	<b>1,675.00</b>					
<b>UPS GROUND SERVICE</b>						
686 COBAN BATTERY RET	13.29	01662700	53317	OPERATING SUPPLIES	397421109	
COBAN MIC REPAIR	7.60	01662700	53317	OPERATING SUPPLIES	3901059928	
ENGINEERING PAGER RET	7.60	01660100	53317	OPERATING SUPPLIES	392427363	
	<b>28.49</b>					
<b>UTILITY SAFEGUARD LLC</b>						
HIP WADERS	85.48	04201600	53324	UNIFORMS	US597600-SR	
	<b>85.48</b>					
<b>VALLEY HYDRAULIC SERVICE INC</b>						
SNOW PLOW QUICK COUPL	189.35	01696200	53354	PARTS PURCHASED	140198	
	<b>189.35</b>					
<b>VERIZON WIRELESS</b>						
SRV 10/14-11/13	85.98	01664700	52230	TELEPHONE	2315264270	
SRV 10/14-11/13	171.96	01662300	52230	TELEPHONE	2315264270	
SRV 10/14-11/13	215.71	01660100	52230	TELEPHONE	2315264270	
SRV 10/14-11/13	859.80	01662700	52230	TELEPHONE	2315264270	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>1,333.45</u>				
<b>WAL MART</b>					
CLOTH ALLOW - EBY	<u>51.54</u>	01664700 53324	UNIFORMS	01958	
	<u>51.54</u>				
<b>WALGREENS</b>					
POWER STRIP - TC TREE	<u>25.98</u>	01750000 52291	MISC EVENTS/ACTIVITIES	039932739111	
	<u>25.98</u>				
<b>WEST COAST PUBLISHERS</b>					
MIS-MANAGMENT BOOK	<u>13.98</u>	01643700 53318	REFERENCE MATERIALS	2929	
	<u>13.98</u>				
<b>WITMER PUBLIC SAFETY CORP</b>					
DEF TACTIC TRN BAGS&GUNS	<u>1,183.47</u>	01662700 52223	TRAINING	P99319	
	<u>1,183.47</u>				
<b>XEROX CAPITAL SERVICES LLC</b>					
LEASE NOV 09	1,672.16	01650100 52231	COPY EXPENSE	044766750	
MNTHLY MTC NOV	<u>28.35</u>	01650100 53317	OPERATING SUPPLIES	044583144	
	<u>1,700.51</u>				
<b>ZIEGLERS ACE HARWARE</b>					
NOZZLE,COMPRESS UNION	15.98	04201600 53317	OPERATING SUPPLIES	553342	
SPARE KEY AND RINGS	17.28	01660100 53317	OPERATING SUPPLIES	F53898	
STRAINER,COLANDER	<u>11.78</u>	04101500 53332	SEWER SYSTEM SUPPLIES	F51348	
	<u>45.04</u>				
	<u>954,979.36</u>				



The preceding list of bills payable totaling \$954,979.36 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph E Breinig - Village Manager

**Date:** 1/15/10

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr. - Mayor

\_\_\_\_\_  
Beth Melody - Village Clerk

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

# AGENDA ITEM

K-2 1-19-10

## ADDENDUM WARRANTS

Jan 5, 2010 to Jan 18, 2010

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Dec 28, 2009 to Jan 10, 2010	533,325.66
Water & Sewer	A C H	Charter One Bank	Payroll Dec 28, 2009 to Jan 10, 2010	32,841.40
General	A C H	Ill Funds	I P B C for December 2009	198,576.38
Water & Sewer	A C H	Ill Funds	I P B C for December 2009	<u>16,936.28</u>
				<u>781,679.72</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Beth Melody, Village Clerk

# AGENDA ITEM

## VILLAGE OF CAROL STREAM REVENUE / EXPENDITURE STATEMENT FOR 8 MONTH ENDED DECEMBER 31, 2009

L-4 1-19-10

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	23,779,231	1,600,823.04	10,091,827.64	23,779,231	1,911,485.56	13,487,523.26	(310,662.52)
WATER & SEWER O/M	11,096,919	535,864.70	4,750,751.37	10,351,712	622,892.01	4,140,159.42	(87,027.31)
MOTOR FUEL TAX	1,581,180	116,624.41	637,423.17	1,552,595	10,037.80	135,210.00	106,586.61
GENERAL CORPORATE - CIP	5,027,417	(78,216.52)	200,669.83	5,029,894	46,271.18	3,102,094.78	(124,487.70)
GENEVA CROSSING - TIF	595,106	(56,787.92)	355,880.03	375,373	287,686.25	373,372.50	(344,474.17)
<b>TOTAL</b>	<b>42,079,853.00</b>	<b>2,118,307.71</b>	<b>16,036,552.04</b>	<b>41,088,805.00</b>	<b>2,878,372.80</b>	<b>21,238,359.96</b>	<b>(760,065.09)</b>

### FISCAL BASIS

	EARNED/MONTH		EARNED/YEAR-TO-DATE		COLLECTIONS
	FY 09	FY 10	FY 09	FY 10	
SALES TAX	527,725.55	473,475.50	2,681,943.26	2,258,831.89	SEP 2009
HOME RULE SALES TAX	186,777.76	172,702.44	959,813.48	788,513.38	SEP 2009
UTILITY TAX - COM ED	139,862.13	137,948.86	1,108,618.99	1,017,351.48	NOV 2009
UTILITY TAX - TELECOM.	166,972.60	151,549.21	807,636.08	740,210.75	SEP 2009
USE TAX -NATURAL GAS	43,789.83	40,411.45	174,690.24	161,961.49	NOV 2009
INCOME TAX	205,810.65	187,484.68	787,004.21	672,289.80	JUL 2009

	BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
	FY 09	FY 10	FY 09	FY 10

WATER	313,745.01	263,852.88	2,646,971.51	2,696,658.46
SEWER	198,102.14	154,579.70	1,772,338.62	1,634,839.00

	CASH RECEIPTS/MONTH		CASH RECEIPTS/YEAR-TO-DATE	
	FY 09	FY 10	FY 09	FY 10

WATER & SEWER	502,593.94	509,697.45	4,557,403.82	4,382,526.16
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The Village is on a modified accrual basis of accounting and financial reporting. This report reflects the FY09 accruals and reversals as

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**VILLAGE OF CAROL STREAM  
BALANCE SHEET**

**NOVEMBER 30, 2009**

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ. FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	6,999,191.58	9,536,594.04	2,967,158.98	19,502,944.60	2,191,724.51	17,311,220.09	19,502,944.60
WATER & SEWER	7,097,957.25	9,628,370.31	43,113,422.38	59,839,749.94	5,961,048.92	53,878,701.02	59,839,749.94
MOTOR FUEL TAX	605,145.80	1,817,580.89	3,272.68	2,425,999.37	3,453.85	2,422,545.52	2,425,999.37
GENERAL CORPORATE - CIP		18,462,035.16	49,240.96	18,511,276.12	891,897.67	17,619,378.45	18,511,276.12
GENEVA CROSSING - TIF*	1,251,823.49	0.00	0.00	1,251,823.49	0.00	1,251,823.49	1,251,823.49
<b>TOTAL</b>	<b>15,954,118.12</b>	<b>39,444,580.40</b>	<b>46,133,095.00</b>	<b>101,531,793.52</b>	<b>9,048,124.95</b>	<b>92,483,668.57</b>	<b>101,531,793.52</b>

\* Funds invested in Wells Fargo Bank money market fund.