

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 19, 2007

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the March 5, 2007 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2252 Congratulating Individual State Wrestling Champ Tony Ramos.
2. Resolution No. 2253, Congratulating Individual State Wrestling Champ Bryan O'Connor.
3. Resolution No. 2254, Congratulating Individual State Gymnastics Champ Marissa Bosco.

D. SELECTION OF CONSENT AGENDA:

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

- A. #06305 – G.B. Illinois 2, LLC/CVS – Lot 1 at the Southeast corner of Gary Avenue and Lies Road
Special use Permit – Drive-Up Service Window
Final Planned Unit Development Plan

RECOMMENDED APPROVAL WITH CONDITIONS (6-0).

Variations – Sign Code

APPROVED WITH CONDITIONS (6-0).

Gary Avenue Corridor Review

APPROVED WITH CONDITIONS (6-0).

Zoning approvals for a new CVS Pharmacy.

- B. #06338 – Carol Stream Park District – West of Kuhn Road just north of North Avenue

Special Use Permit – Governmental Use

Variation – Zoning Code

RECOMMENDED APPROVAL WITH CONDITIONS (6-0).

Zoning approvals for a new Park District maintenance facility.

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- C. #06357 – Midwest Development & Investment Corporation – 135 N. Gary Avenue

Variations – Zoning Code

RECOMMENDED APPROVAL WITH CONDITIONS (6-0).

Gary Avenue Corridor Review.

APPROVED WITH CONDITIONS (6-0).

Zoning approvals for a new Napa Auto Parts store.

- D. #07005 – FIC America Corporation – 485 E. Lies Road

Variations – Zoning Code

MOTION TO RECOMMEND APPROVAL WITH CONDITIONS FAILED (3-3).

Zoning approvals for an amendment to FIC America's landbanked parking variation for a truck dock expansion project.

- E. #07030 – Village of Carol Stream – 500 N. Gary Avenue

Text Amendments – Subdivision Code and Zoning Code

RECOMMENDED APPROVAL (6-0).

Revisions to the Village Code's requirements with respect to driveways and service walks in anticipation of the annual street improvements project.

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. DuPage Senior Citizens Council Funding Assistance Request.
The DuPage Senior Citizens Council has requested funding assistance in the amount of \$15,218 to help supplement the costs for the Meals on Wheels and the Senior Chore Programs. The current Legislative Board budget includes \$8,410 earmarked as our contribution for their 2007 program effort.
2. Pre-Approval to Purchase Police Squad Cars.
The Police Department requests the Village Board pre-approve the purchase of 6 Crown Victoria squad cars for FY08 from Landmark Ford. In addition, the Police Department requests that the Board waive the formal bid process since these squads are under State of Illinois bid award.

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H. ORDINANCES:

1. Ordinance No. _____, Approving a Final Planned Unit Development Plan and Special Use for Drive-Up Service Window (SE Corner of Gary Avenue and Lies Road).
See E1a.
2. Ordinance No. _____, Granting a Special use Permit for a Governmental Use and a Variation for Outdoor Operations (Carol Stream Park District, West Side of Kuhn Road, North of North Avenue).
See E1b.
3. Ordinance No. _____, Granting a Rear Yard Setback Variation and a Pavement Setback Variation.
See E1c.
4. Ordinance No. _____, Granting Variations From Section 16-13-2(G) For Parking Space Landbanking (FIC America Corporation – 485 E. Lies Road).
See E1d.
5. Ordinance No. _____, Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning and Subdivision Codes).
See E1e.
6. Ordinance No. _____, Amending Section 4-1-5 of the Village Code (Police Department Qualifications and Residency Requirements).
An amendment to the Village Code reflecting recent changes in the Union contract for police officers.

I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
Authorization to dispose of surplus electronic equipment via sale to Network Liquidators.

J. NEW BUSINESS:

1. Request by Carol Stream Rotary for Raffle License Waiver of Fee for Annual Chili Open.

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2. Reciprocal Reporting Agreements.
The Police Department requests Village Board approval of Reciprocal Agreements between School District U-46 and Benjamin School District #25 concerning the exchange of information and the reporting of issues of mutual concern.
3. Summer in the Center Schedule of Entertainment – Request for Amplification Permit Variance.
4. FOP Contract Ratification.
Approval of a new 3-year contract with the Fraternal Order of Police Union representing 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 & Balance Sheet, Month End, February 28, 2007.

M. EXECUTIVE SESSION:

1. Compensation of Specific Employees.
2. Collective Negotiating Matters.

N. ADJOURNMENT:

LAST ORDINANCE: 2007-02-05

LAST RESOLUTION: 2251

NEXT ORDINANCE: 2007-03-06

NEXT RESOLUTION: 2252

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

March 5, 2007

Mayor Pro-Tem Pamela Fenner called the Regular Meeting of the Board of Trustees to order at 8:00 PM and directed Village Clerk Janice Koester to call the roll.

Present: Trustees McCarthy, Gieser, Saverino, Stubbs and Fenner
 Absent: Mayor Ferraro, Trustee Shanahan
 Also Present: Village Manager Breinig, Assistant Village Manager Mellor, Attorney William Kling, Village Treasurer Manzullo, Village Clerk Koester & Deputy Clerk Progar

Mayor Pro-Tem Fenner led those in attendance in the Pledge of Allegiance.

MINUTES:

Trustee Gieser moved and Trustee Stubbs made the second to approve the Minutes of the Meeting of February 20, 2007 as presented. The results of the roll call vote were:

Ayes: 5 Trustees McCarthy, Gieser, Saverino, Stubbs & Fenner
 Nays: 0
 Absent: 1 Trustee Shanahan

CONSENT AGENDA:

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

Ayes: 5 Trustees McCarthy, Gieser, Saverino, Stubbs & Fenner
 Nays: 0
 Absent: 1 Trustee Shanahan

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

Ayes: 5 Trustees McCarthy, Gieser, Saverino, Stubbs & Fenner
 Nays: 0
 Absent: 1 Trustee Shanahan

1. Information only: Plan Comm.-Text Amendments-Subdiv.& Zoning
2. Information only: Variation to Fence Code –618 Bluff
3. Approval of 2007 Official Zoning Map – **R. 2250**
4. Information only: Final Plat of Subdivision-600 E. North Ave.-Starbucks
5. Plat of Dedication/ Right-of-way vacation –**R. 2251**
6. Amendment to Baxter & Woodman Contract
7. Budget Transfers
8. R. 2247: IDOT resolution- Construction on State Highway
9. R. 2248: Declare surplus property- seized vehicles on e-bay
10. R. 2249: Intergovt. Agree. – DPC mowing contract
11. Withdrawn: Plat of Vacation of public row/ grant of easement
12. Regular Bills, Addendum Warrant of Bills

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

Ayes:	5	Trustees McCarthy, Gieser, Saverino, Stubbs & Fenner
Nays:	0	
Absent:	1	Trustee Shanahan

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

APPROVAL OF 2007 OFFICIAL ZONING MAP – R. 2250:

At their meeting on February 26, 2007, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the 2007 Official Zoning Map. The Board concurred with the recommendation and adopted Resolution 2250, A RESOLUTION AUTHORIZING THE EXECUTION OF THE OFFICIAL ZONING MAP OF THE VILLAGE OF CAROL STREAM.

PLAT OF DEDICATION/ RIGHT-OF-WAY VACATION –R. 2251:

At their meeting on February 26, 2007, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a Plat of Dedication of Right-of-Way and Grant of Easement and a Plat of Vacation of Public Right-of-Way and Grant of Easement in accordance with staff recommendations and the addition of notification of the homeowner. The Board concurred with the recommendation and adopted Resolution 2251, A RESOLUTION APPROVING A PLAT OF DEDICATION OF RIGHT-OF-WAY AND GRANT OF EASEMENT – (SURREY DRIVE, 300 FEET SOUTH OF SHAWNEE DRIVE).

AMENDMENT TO BAXTER & WOODMAN CONTRACT:

The Board approved an amendment to the contract with Baxter & Woodman regarding the demolition of the east side tanks at the WRC to improve site characteristics to allow the proposed walking path from the Easton Park townhome development to the bridge crossing Klein Creek. Several designed engineering items were found that were outside the original scope of services and the request is to amend the contract by increasing the not-to-exceed by \$5,000 to provide the services described in the February 27, 2007 memo by John A. Turner, Director of Public Works. The total project maximum design cost would then be \$31,100.

BUDGET TRANSFERS:

The Board approved two budget transfers for Public Works; \$2,500 from Concrete Material Account to MFT Material Account and \$2,500 from the MFT account to the M & R Account.

R. 2247: IDOT RESOLUTION- CONSTRUCTION ON STATE HIGHWAY:

The Board adopted Resolution 2247, A RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY.

R. 2248: DECLARE SURPLUS PROPERTY- SEIZED VEHICLES ON E-BAY:

The Board adopted Resolution 2248, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM. (Seized vehicles on e-bay)

R. 2249: INTERGOVT. AGREE. – DPC MOWING CONTRACT:

The Board adopted Resolution 2249, A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY – (MOWING OF CERTAIN RIGHTS -OF - WAY).

REGULAR BILLS, ADDENDUM WARRANT OF BILLS:

The Board approved the payment of the Regular Bills in the amount of \$168,286.73.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$651,991.64.

COMMENTS:

Trustee Saverino asked where the cars will be auctioned and Mr. Breinig responded that historically the cars would have been auctioned at the DuPage Mayors and Managers Auction, but with the number of forfeitures that have occurred with drug or alcohol related offenses and happening at all different times of the year, storage becomes a problem. Staff is recommending that e-bay be used to auction the vehicles. It is legal under State law and a number of communities have done it. The Village has no responsibility in terms of having to move the vehicles, it is the buyers responsibility to pick them up. This seems to be a much efficient way of disposing of the cars both in time and storage room. Trustee Saverino asked how the value is determined and Mr. Breinig stated that several resource materials have been used such as NADA and the price is set based on a per centage of that value as an asking price. Mr. Breinig also noted that in the case of vehicle forfeiture, the proceeds from the sale are restricted to being used for drug interdiction or DARE or other enforcement activities.

REPORT OF OFFICERS:

Trustee Gieser said that its only March, but the Carol Stream Parade Committee is hard at work on the 4th of July Parade plans. The website is up and available at www.carolstreamparade.com.

At 8:10 PM, Trustee McCarthy moved to adjourn and Trustee Stubbs made the second. The results of the roll call vote were:

Ayes:	5	Trustees McCarthy, Gieser, Saverino, Stubbs & Fenner
Nays:	0	
Absent:	1	Trustee Shanahan

FOR THE BOARD OF TRUSTEES

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

MARCH 12, 2007

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

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

Present: Commissioners Christopher, Smoot, Vora, Spink, Michaelson & Weiss
Absent: Commissioner Hundhausen
Also Present: Village Planner John Svalenka, Recording Secretary Progar

MINUTES: February 26, 2007

Commissioner Christopher moved and Commissioner Spink made the second to approve the Minutes of the Meeting of February 26, 2007 as presented. The results of the roll call vote were:

Ayes:	5	Commissioners Christopher, Smoot, Vora, Spink & Weiss
Nays:	0	
Abstain:	1	Commissioner Michaelson
Absent:	1	Commissioner Hundhausen

PUBLIC HEARING:

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

**#06305: G.B. Illinois 2, LLC/ CVS – Lot 1 at the Southeast corner of Gary Avenue and Lies Road
Special Use Permit – Drive-up Service Window
Final Planned Unit Development Plan
Variations – Sign Code
Gary Avenue Corridor Review**

CONTINUED FROM MEETING 2-12-07

Peter Bazos, Mark Nosky, Angela Smith, Dennis Fanina and Mark Rice were sworn in as witnesses in this matter. Mr. Bazos gave a brief overview of the site plan stating that the building will be setback 156 feet from Gary Avenue, the main entrance will face the intersection and at the opposite corner is the double drive-through which is for prescription pick-up only. He noted that a study of other stores indicate that there are only two to three pick-ups at that window per hour. There is space for eight car stacking. Truck deliveries will be made once a week through an overhead delivery door that will be screened by a false wall at the southwest corner of the building, that wall will also screen the transformer. These deliveries are scheduled for the non-peak hours. There is a right-in/right-out entrance proposed for Gary Avenue and a full access on Lies Road. There will be 71 parking spaces, and 3 handicapped accessible spaces near the entrance. They are proposing one-way traffic flow around the south side of the building for customers entering the drive-through and one way traffic on the east side for customers leaving the drive through and for traffic from the development from the south to exit off of Lies Road. Site lighting will match the light poles and fixtures that are used at the Fountains at Town Center. In regard to the site-landscaping plan, all of the requirements for the Gary Avenue Corridor review are met or exceeded. The current landscape feature at the intersection that will be upgraded to be more consistent with the other corners. There will be large landscape boulders incorporated into the landscape plan throughout the parking lot and the memorial wall will be embellished with additional landscaping. Mr. Nosky added that the building will have a masonry façade with two colors of brick, with stone piers at the entry with a

ribbon down the façade. There is a main feature trellis at the entrance and fabric awnings to give a canopy to pedestrians and there will be a standing seam roof at drive-through as well as the other elevations of the building to blend in with other structures in the neighborhood.

Angela Smith addressed the ground sign variance stating that they are seeking a ground sign variance to allow two smaller signs at the entrances to the site as opposed to one larger sign. The variance request is to a square footage variance for the sign on Gary Avenue to allow a side-by-side sign that would have the main CVS Pharmacy panel along with the electronic message center. The majority of the height variance is for the decorative topper that helps tie the sign to the building.

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

Mr. Svalenka stated that Peter C. Bazos, representing G.B. Illinois 2 LLC, has submitted an application for several zoning approvals to allow a CVS Pharmacy at the southeast corner of Gary Avenue and Lies Road. In addition to the required Final PUD Plan for proposed Lot 1 and Gary Avenue Corridor Review, the applicant has requested a Special Use Permit for Drive-up Window Service and two Sign Code Variations.

Parkview Development Partners has recently filed applications requesting amendments to the approved Final PUD Plan for proposed Lot 2 to the south of the subject Lot 1. Parkview's proposed amendments were originally scheduled for Plan Commission review at the December 11, 2006, meeting and have been continued twice. Parkview is still working with staff on a revision to their plan in order to add a drive-up window. Staff notes that the proposed Final PUD Plan for CVS is essentially similar to the approved Preliminary PUD Plan for both lots, and will match up well with the Final PUD Plan approved for Parkview on Lot 2. The addition of a drive-up window to the proposed building on Lot 2 should not affect the plan as is currently presented by CVS.

On January 17, 2006, the Village Board of Trustees enacted an ordinance approving, among other items, a Preliminary PUD Plan for the two-lot Parkview Development Partners project at the southeast corner of Gary Avenue and Lies Road. The Preliminary PUD Plan includes site and landscaping details showing a northern Lot 1 to contain a national pharmacy chain and a southern Lot 2 to contain two shopping plaza buildings. On March 20, 2006, the Village Board approved the Final PUD Plan for Lot 2 only. At this time, the applicant is requesting approval of a Final PUD Plan to allow a CVS Pharmacy on the proposed Lot 1. The proposed Final PUD Plan for Lot 1 includes several minor changes from the approved Preliminary PUD Plan, which are detailed as follows:

Parking:

The approved Preliminary PUD Plan provided a total of 71 parking spaces on Lot 1, the subject lot. As a point of reference, 52 parking spaces are required for the 12,900 square foot store. The majority of the 71 spaces were located in two rows of parking accessed by a single parking lot drive aisle adjacent to the north and west sides of the building along Lies Road and Gary Avenue. The remaining spaces were located along the south property line. Because of internal CVS operational concerns, the applicant has proposed to rotate the building footprint 90 degrees. The new layout still includes 71 parking spaces, but the spaces are all located along Lies Road and Gary Avenue. The plan shows two rows of parking accessed by a single parking lot drive aisle to the north along Lies Road and four rows of parking accessed by two drive aisles to the west along Gary Avenue. The two drive aisles along Gary Avenue are proposed to directly align with drive aisles on the adjacent Parkview site to the south. This would hold true regardless of the eventual outcome of the current request for a drive-up window.

Setbacks:

As noted above, the Final PUD Plan includes four rows of parking between the building and Gary Avenue, instead of two rows as shown on the approved Preliminary PUD Plan. Because of this, the building is now proposed to be set back 156 feet from the Gary Avenue right-of-way line, which exceeds the maximum 100-foot setback allowed in the Gary Avenue Corridor. Therefore, the petitioner is requesting an exemption from the Zoning Code as part of the PUD to

allow the increased setback. The exemption would allow the building to be generally in line with the proposed Parkview buildings to the south, which received approval of a similar exemption from the Zoning Code. Because of this, staff has no objection to the proposed 156-foot setback from the Gary Avenue right-of-way.

The CVS building is proposed to be set back 36 feet from the rear (east) property line. Section 16-9-3(G) of the Zoning Code stipulates that buildings in the B-2 district shall maintain a rear yard of not less than 40 feet in depth. The main portion of the building would encroach four feet into the required 40-foot rear yard. There would be sufficient area on site to move the building and parking four feet to the west to avoid encroaching the yard, but this would cause the parking lot drive aisles to be out of alignment with the drive aisles on the lot to the south. Therefore, staff has no objection to the four-foot encroachment by the main portion of the building. Also, staff notes that the drive-through canopy attached to the southeast corner of the building is set back only 23 feet from the rear property line, and encroaches 17 feet into the required 40-foot rear yard. The adjacent property to the east is zoned I Industrial District and is improved with a pre-cast concrete industrial building set back about 40 feet from the shared property line. The reduced rear yard setback on the CVS lot to accommodate the drive-through canopy would cause no building code or fire code problems with respect to the adjacent industrial building. The canopy would not obstruct traffic flow in the rear yard, as it is designed to allow automobiles to drive underneath it. The site plan includes a truck turning template, which shows that trucks have sufficient area to maneuver around the canopy. Therefore, in this instance, at this location, staff does not object to the proposed exemption from the Zoning Code to allow the building to encroach 17 feet into the required rear yard.

The area along the south side of the building includes a trash compactor and loading area as well as the stacking lane for the proposed drive-through service window. Staff has concerns with the potential conflict between drive-through traffic and service truck traffic. Details regarding this situation are discussed in more detail later in this report. In response to staff's request to eliminate the conflict, the petitioner has moved the dumpster enclosure from along the south side of the building to the southeast corner of the lot. The proposed location would be set back only three feet from the rear property line, and would therefore encroach the required 40-foot rear yard by 37 feet. The Zoning Code does not list dumpster enclosures as a permitted yard obstruction, so the enclosure is subject to the required setback. Therefore, the petitioner is requesting an exemption from the Zoning Code as part of the PUD to allow the 37-foot rear yard encroachment to accommodate the accessory trash dumpster enclosure. Considering that the petitioner moved the dumpster enclosure in an attempt to comply with staff comments, staff supports the proposed exemption from the Zoning Code.

At this time, staff can generally support the Final PUD Plan, subject to the suggested conditions of approval related to the Plan, which will be included in the Recommendation section of this report.

Special Use – Drive-up Window Service

The petitioner is requesting a Special Use Permit for Drive-up Window Service to accommodate drive-through pharmacy drop-off and pickup service. The applicant proposes to provide the drive-up window at the southeast corner of the building. Drive-up patrons would drive eastward along the south property line, and would stack along the south side of the building. All pharmacy drop-off and pickup activity would take place at two pharmacy windows under a canopy. Patrons exiting the drive-up would turn left and head north along a one-way northbound driveway to the site exit at Lies Road.

The drive-through lanes are delineated by pavement striping, and include one stacking lane that splits into two drive-up lanes. A full bypass lane is maintained around the building. Staff notes that §16-13-3 of the Zoning Code requires four stacking spaces per teller or service window for banks or other similar drive-in facilities, and we have determined that this standard would apply

to the proposed pharmacy service windows. As such, the eight stacking spaces shown on the PUD Plan would comply with the Zoning Code. The stacking lane is along the south side of the building, and is adjacent to the trash compactor and loading area. Staff is concerned with possible conflicts between trucks, pharmacy customers, and bypass traffic. Staff would much prefer that raised curbing delineate the drive-through lanes rather than only striping, but such a situation would block truck access to the trash compactor and loading area. Staff has visited other CVS locations and noted that this conflict does not exist at other nearby CVS locations. The petitioner maintains that the interior layout of the store dictates the location of the drive-through and the service areas. The petitioner also has stated that the trash compactor is only serviced once per week by a truck that arrives during early morning hours, and that truck deliveries only occur once each week during off-hours. As noted above, the trash dumpster enclosure was previously located in the loading area, but the petitioner moved the dumpster enclosure to the southeast corner of the lot to help alleviate congestion in this area. Therefore, staff does not object to the proposed layout, based on the petitioner's assertion that deliveries and dumpster service only occur infrequently during non-busy hours. If the Plan Commission were to recommend approval of the Special Use, staff would advise that the recommendation include the condition that all truck traffic having to do with deliveries and dumpster service occur only while the pharmacy is closed for business. Staff encourages Plan Commission discussion on the matter.

The petitioner is requesting two variations from the Sign Code requirements to allow an increase in height and area of a proposed ground sign. Section 16-11-17(B)(1) of the Carol Stream Sign Code allows one ground sign per street frontage for single use buildings and lots in the business zones, not to exceed 72 square feet in area and six feet in height. The CVS property has two street frontages, and the applicant has proposed two ground signs. The ground sign along Lies Road is proposed to be 23 square feet in area and six feet in height, in compliance with the Sign Code. The ground sign along Gary Avenue is proposed to be 10.25 feet in height rather than the maximum six feet in height, and is proposed to be 101.3 square feet in area rather than the maximum 72 square feet. (Please note the sign package submitted by the petitioner lists the total square footage of the Gary Avenue sign as 100 square feet, but is based on a slightly different calculation of area than used by staff.) It should be noted that the proposed ground sign along Gary Avenue includes an electronic changeable-copy sign. The sign is not very elaborate and will not require a variation. An example of CVS's electronic sign is located in Lombard at North and Grace.

The site is relatively unique in that it is located within the Town Center area of the Gary Avenue Corridor and is an important retail node in Carol Stream. It would not be unusual to allow larger signs at an important location. In review of the variation request to increase the height of the sign from six feet to 10.25 feet, staff notes that the Village approved a similar variation to allow the sign for the Ross Ferraro Town Center directly across the street to be 11.21 feet in height. Staff believes it is appropriate to allow the lots at this corner to maintain signs that are similar in height to, but not taller than, the Town Center sign, as proposed. In review of the variation request to increase the area of the sign from 72 square feet to 101.3 square feet, staff has reviewed the overall ground signage proposed on the site. The existing landscaped "corner feature" required by the Annexation Agreement directly at the northwest corner of the site is proposed to be maintained and enhanced by the petitioner. If the corner feature was not required and the petitioner was allowed to place a ground sign directly at the corner, it would be more visible to drivers stopped at the intersection. Staff believes the fact that the ground sign along Gary Avenue is required to be further away from the intersection provides some justification for the increase in area. Also, staff notes that two 72 square foot ground signs are allowed by code on this site. Therefore, the petitioner potentially could install a total of 144 square feet of ground signage. Staff notes that the two proposed ground signs only add up to 124.3 square feet. Staff does not object to the two proposed Sign Code variations.

Because the proposed development is located within the Gary Avenue Corridor (GAC), the Plan Commission must review and approve plans for the property to ensure that the proposal is in conformance with the corridor regulations. The Plan Commission has the authority to make the

final determination of conformance with the GAC regulations, and Village Board consideration is not required. The sections of the GAC regulations that apply to this proposal include site design, architectural design and parking/landscape design.

Site Design:

Many aspects of the site design have already been discussed in this report; as such, the comments regarding site design in this section will only relate to specific GAC standards. The GAC site design standards require service areas to be out of sight from Gary Avenue. The service areas of utmost concern for this project are the delivery area, trash compactor, and trash dumpster locations. Staff requested that the petitioner move all service areas to the east side of the building away from Gary Avenue. The petitioner maintains that the interior layout of the store dictates the location of the drive-through and the service areas. We note that the trash compactor is proposed to be located along the south building wall, but is screened with an eight-foot high masonry enclosure that would match the building. We also note that the petitioner has added an eight-foot high masonry wall that extends 20 feet west from southwest corner of the building to screen the delivery area and an overhead door from view from Gary Avenue. We further note that the proposed trash dumpster enclosure has been moved to the southeast corner of the lot, which is the least visible location on the site. The enclosure would be constructed using masonry material that would match the building. Although staff would prefer that the delivery area and trash compactor be located to the east, the plan includes appropriate screening and these areas will not be visible from Gary Avenue.

Also with respect to site design, the GAC regulations require that pedestrian facilities should be considered within the site. Generally, we find the proposed pedestrian walkways to be acceptable. Connections are provided from the buildings to the parking areas and to a proposed walkway along Gary Avenue. The applicant proposes to use decorative stamped and colored concrete walkways that would look like brick to match the walkways shown on the approved Preliminary PUD Plan.

The proposed development plans include only three minor exemptions from the applicable standards of the Zoning Code, as discussed above.

Color building elevations are provided for the proposed CVS building. The architecture of the building is intended to be comparable with that approved for Parkview's Lot 2 to the south, while still maintaining the CVS identity. Lannon Stone and pitched roofs are provided, as required by the annexation agreement and as included on the Parkview buildings. An overhang is provided at the main entrance at northwest corner of the building, and canvas awnings extend partially along the north and west sides of the building. The petitioner proposes to construct the majority of the building façade with masonry materials, including tan brick, red brick, and Lannon stone. Limited areas of EIFS are proposed, including for the decorative overhang at the main entrance, for the drive-through canopy, and for decorative coping along the roofline.

Section 16-5-6(K)(9) of the Gary Avenue Corridor regulations states that all utility hardware shall be screened from view from public ways with materials identical to or strongly similar to the building materials, or shall be located so as not to be visible from any public ways. The petitioner originally proposed the electrical transformer to be located in front of the west wall of the building to be screened by landscaping. The transformer has been moved to the south side of the building behind the eight-foot high masonry wall discussed previously.

Landscape Design:

With respect to site landscape considerations, the Gary Avenue Corridor regulations were designed to allow flexibility in design but require a certain amount of landscape material on-site. Staff calculates the amount of landscape material required by granting a point value to the type of landscape material provided and then requiring a certain number of points for specific areas of the development. For example, shade trees are worth 225 points each and evergreen trees are worth 275 points each. It is the designer's choice as to how to combine landscape materials

on the site in order to meet the criteria of the ordinance and achieve the intent or concept of the corridor.

In evaluation of this project, staff finds that the criteria for the Special Use Permit for the drive-up service window are met, subject to conditions. We find the requested Sign Code Variation requests to be reasonable. We further find the Final PUD Plan and Gary Avenue Corridor Review to be acceptable subject to the conditions noted in this report and the Recommendation section. We note that several of the conditions are standard Village conditions, while others are simply carried over from the conditions of approval of the Preliminary PUD plan for continuity.

Based on the information submitted, and subject to the conditions listed below, staff recommends:

- Approval of the Final PUD Plan for proposed Lot 1 with an exemption from Section 16-5-6(J)(2) of the Carol Stream Zoning Code to allow a building in the Gary Avenue Corridor to be setback 156 feet from the Gary Avenue right-of-way line instead of the maximum setback of 100 feet, an exemption from Section 16-9-3(G)(3) of the Carol Stream Zoning Code to allow the building to encroach 17 feet into the required 40-foot rear yard, and an exemption from Section 16-9-3(G)(3) of the Carol Stream Zoning Code to allow the trash dumpster enclosure to encroach 37 feet into the required 40-foot rear yard;
- Approval of a Special Use Permit for Drive-up Window Service in accordance with Section 16-9-3(C)(12) of the Carol Stream Zoning Code;
- Approval of Sign Code Variations in accordance with Section 16-11-17(B)(1) of the Carol Stream Sign Code to allow the ground sign along Gary Avenue to be 10.25 feet in height rather than the maximum six feet in height, and to be 101.3 square feet in area rather than the maximum 72 square feet; and,
- Approval of Gary Avenue Corridor Review.

The recommendations listed above are subject to the following conditions:

1. That CVS shall provide documentation to demonstrate a construction easement and cross-access easement for the Lies Road access;
2. That the stormwater management areas shall require approval from the Engineering Services Department;
3. That the Gary Avenue / Lies Road pedestrian improvements shall be approved as required by the DuPage County Division of Transportation;
4. That the access drive to Gary Avenue shall require approval from the DuPage County Division of Transportation;
5. That a 15-foot public path easement be dedicated to the Village on a plat of subdivision or a separate easement plat;
6. That the parking lot lighting shall match the *Fountains at Town Center* project;
7. That all truck traffic having to do with deliveries and dumpster service occur only while the pharmacy is closed for business;
8. That the landscaping along Lies Road and Gary Avenue should be a hardy, salt tolerant variety to avoid winter die-off;
9. That the trees along the Gary Avenue frontage shall be of a minimum 3½-inch caliper;
10. That cobble boulders shall be provided in the parking lot islands;

11. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis;
12. That the parking stalls shall be striped in accordance with the Village's looped striping requirements;
13. That all rooftop equipment shall be completely screened from view in all directions;
14. That all ground mounted mechanical equipment shall be screened from view from surrounding public streets;
15. The all grand opening signage must meet the standards of the Sign Code;
16. That separate building permits are required for all trash enclosures and signs; and
17. That the development of the site and buildings will comply with all state, county and Village Codes and requirements.

Commissioner Spink asked what the Pharmacy hours would be and it was stated that this would be a twenty-four hour pharmacy if there was enough demand for it, although initially it would start out with pharmacy hours of 9AM to 10/11 PM. Commissioner Spink then questioned when deliveries would be made if the drive-through prescription pick-up were to be open 24 hours and Mr. Bazos noted that deliveries could be scheduled for non-peak hours which would be determined after the business opened. He said that the customers would drive the schedule for deliveries and the store manager and area manager will determine when they will not cause any conflict. It was noted that it can take up to two hours to unload a truck. Mr. Svalenka noted that staff's concern is based on the potential conflict between delivery traffic and drive up traffic and bypass traffic and so staff's comment would in no way limit the operations of the store or that would allow for complete 24 hour operations inside the store. The concern is that deliveries happen only when the drive up pharmacy is closed. It does not stipulate any specific hour; it means that when the truck arrives they close the drive up area. Commissioner Spink asked about the sign that says drive thru pharmacy, full service drop-off. Mr. Bazos said that one window is for drop-off and one window is for pick-up. The outside window, away from the building, is for drop-off only. That eliminates conversation or communication. Commissioner Spink suggested using the word pick-up because she thinks that full serve means that other items beside prescriptions can be gotten at that window. Commissioner Spink inquired if there would cross walk markings for the area where employees will cross taking trash to the dumpster area and it was noted that striping could be done as well as discussion regarding a bicycle rack to accommodate bike riders.

Commissioner Michaelsen asked if the light details apply to all of the signage and was told that all signs are internally illuminated. It was determined that there will be building lighting as well as parking lot lighting. Commissioner Michaelsen asked if there will be a gutter system/snow guard use in conjunction with the standing seam roof for safety in the winter and it was stated that the standing seam portions are not over the main entrance and that there are downspouts for drainage for the other sections of the roof.

Commissioner Vora asked if there has been a traffic study has been done and Mr. Svalenka explained that the staff did not request one to be done.

Commissioner Spink asked how many employees would be hired and where they would be expected to park and it was explained that over all there will be about 20 employees for all shifts and that they will be instructed to park at the spaces farthest from the main entrance.

Chairman Weiss asked Mr. Svalenka asked if the access to this site ok regardless of the development of Lot 2 and can construction begin upon approval. Mr. Svalenka commented that one of the conditions of approval is that CVS obtains approval from DuPage County for the curb cuts on Gary Avenue. Regardless of what Parkview is proposing for Lot 2, the CVS plans match up with what is already approved and they should be able to proceed.

Commissioner Michaelsen moved and Commissioner Vora made the second to recommend approval of a Final Plan for a Planned Unit Development and approval of a Special Use Permit for Drive-up Window Service in accordance with staff recommendations including the addition of pedestrian cross walk to the dumpster, and adding a bicycle rack. The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

The Petitioner was reminded that this matter will be heard by the Village Board at their meeting on March 19, 2007 and was advise to attend that meeting.

Commissioner Michaelsen moved and Commissioner Christopher made the second to approve sign code variations with the recommendations from staff in regard to sign package D1. The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

Commissioner Michaelsen moved and Commissioner Smoot made the second to approve the Gary Avenue Corridor review for the proposed CVS project. The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

**06338: Carol Stream Park District – West of Kuhn Road just north of North Avenue
Special Use Permit – Governmental Use
Variation – Zoning Code**

Dennis Ulrey, Andrew Caputo and Jim Post were sworn in as witnesses in this matter. Mr. Ulrey commented that there were in agreement with the conditions noted in the staff report except for clarification of one condition.

Mr. Caputo reviewed the site plan for the proposed maintenance building. The lot where the proposed building will be is currently owned by IDOT and is accessed from an existing driveway that is south of the existing park. There is a Village reservoir on the property, which is west of the park. The proposed building is completely out of the existing flood plain of Klein Creek.

Mr. Post noted that there will be privacy fencing and a security gate around the facility. He reviewed the floor plan, noting this will be a drive through facility and will have one-way traffic around and through. A review of the landscape plan was also provided.

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

Mr. Svalenka reported that The Carol Stream Park District, represented by Dennis Ulrey, has submitted an application for a Special Use Permit to allow a Park District maintenance facility and for a Zoning Variation to allow an outdoor storage yard at the maintenance facility. The subject site is zoned B-2 General Retail District and is part of the northwest quadrant of North Avenue and Kuhn Road. The zoning at this corner location might indicate that the corner could be appropriate for commercial development. However, the 22-acre parcel includes Klein Creek and its associated floodplain, and was acquired by the Illinois Department of Transportation to provide areas for stormwater management required for the most recent widening of North

Avenue. The Park District has made arrangements to acquire a surplus portion of the northernmost 8.8-acre parcel from IDOT to construct a new maintenance facility.

The petitioner is requesting approval of a Special Use Permit for a *Governmental Use* in accordance with Sections 16-9-2(C)(3) and 16-9-3(C)(1) of the Carol Stream Zoning Code to allow a Park District maintenance facility. Staff has evaluated the proposal regarding access, parking, effect on surrounding properties, and building design.

The Park District parcel is located on the west side of Kuhn Road, directly south of the existing Volunteer Park and the Village water reservoir tank. Klein Creek runs north-to-south across the eastern edge of the property, physically blocking access to the site from Kuhn Road. The Village water reservoir tank property to the north also does not have direct access to Kuhn Road. Access to the tank property is gained through Volunteer Park. The Park District proposes to widen this existing entrance road and extend it onto the proposed maintenance facility. This layout would save the Park District the great expense to bridge Klein Creek, but also results in the Park District needing to improve the existing Village access to the tank property. The proposal would increase traffic through Volunteer Park. However, the entrance road is on the south edge of the park and the park equipment is towards the north end of the park, so staff does not see much potential for conflict between maintenance facility traffic and park users. Village trucks accessing the tank property already use the entrance road through the park.

The proposed 10,061 square foot building would include office space and a garage to accommodate maintenance of Park District vehicles. The office space measures 3,151 square feet. At a ratio of one parking space required per 250 square feet of floor area, 13 parking spaces are required for the office space. The remaining 6,910 square feet of the facility accommodates motor vehicle service and repair. The Park District facility includes one service bay, with the remainder of the garage area intended for parking and storage of Park District vehicles and equipment. Per Section 16-13-3 of the Zoning Code, motor vehicle service and repair facilities are required to provide two parking spaces per service bay, and therefore only two spaces would be required to meet code for this entire 6,910 square foot area. However, to ensure that enough parking is provided on site, staff has calculated the parking that would be required for the vehicle storage area as if it were to be treated as industrial warehouse or storage space. The service bay takes up 800 square feet of the total 6,910 feet. The vehicle storage area takes up 6,110 square feet. Per Section 16-13-3 of the Zoning Code, warehouses are required to provide four parking spaces plus one per each 1,500 square feet of floor space over 1,200 square feet. The 6,110 square foot vehicle storage space would require 7 parking spaces.

We note that although a total of 15 parking spaces are required for the office space and service bay to comply with code, staff believes that the building would generate a need for 22 parking spaces. The site plan proposes to provide 29 parking spaces. As such, staff finds the parking acceptable.

The Park District maintenance facility is proposed to be located in an area that has become a node of governmental uses. The property directly to the south and west is held by IDOT for stormwater management facilities. The Village's Water Reclamation Center and the Carol Stream Fire Protection District are located across Kuhn Road to the east. Directly to the north is a Village water reservoir tank. The proposed Park District maintenance facility is compatible with the surrounding uses. The nearest residence to the west is over 900 feet away. The nearest residence to the north is over 300 feet away. As a matter of comparison, the main building on the water reservoir tank site is 150 feet away from the nearest residence. The site will also be well screened. Existing dense tree lines along the north property line and along Klein Creek to the east would be preserved. These tree lines include dense undergrowth and provide nearly 100% coverage, even during winter months. The project does not include any signage. The only site lighting consists of lights to be attached to the building.

North Avenue runs at an angle with respect to the subject property. At the east end of the development along Kuhn Road, the property is about 600 feet north of North Avenue. At the west end of the development, the property is about 450 feet north of North Avenue. The site is set back far enough from North Avenue that the development would not draw the attention of drivers on North Avenue, but it would still be visible. Therefore, the Park District proposes to install a row of shade trees and evergreen trees along the south and west sides of the development to provide additional screening. Staff believes the development will have minimal effect on surrounding properties.

The proposed building is a metal building with a metal gabled roof. The applicant proposes the walls to be beige and the roof to be dark green. The property is outside the North Avenue Corridor and is not subject to North Avenue Corridor Review. However, Section 1404.1.2 of the Carol Stream Building Code states that fabricated metal shall cover no more than 50% of any front façade or visible façade. Therefore, the applicant is required to provide masonry along the south side of the building facing North Avenue and the east side facing Kuhn Road. The Park District has proposed to provide 100% masonry on these two sides. A three-foot high row of light brown utility brick would be installed over the metal on the bottom of these two walls. Beige utility brick would be installed above the light brown brick. The two brick colors would be separated by a row of Indiana limestone. The windows on these walls would be framed with brick soldier courses on the top and limestone sills on the bottom. It should also be noted that the proposed metal roof is similar to the standing-seam metal roof used on many commercial buildings in the Village, such as the Fountains at Town Center commercial project. Considering that the building is not subject to any appearance standards in the Zoning Code, and that the design exceeds the requirements of the Building Code, staff does not oppose the design of the building.

The subject property is zoned B-2 General Retail District. In most situations in the commercial districts, all operations are required to take place in enclosed buildings. Specifically, Section 16-9-1(C) of the Zoning Code states the following:

All business, service, storage, merchandise, display, and where permitted, repair and processing, shall be conducted wholly within an enclosed building, except where they may otherwise be permitted to operate under this Chapter.

The proposed Park District maintenance facility is more similar to uses located in industrial districts than business districts. The Park District has determined that an outdoor storage yard accessory to the maintenance building is necessary for the storage of bulk materials and maintenance equipment. Therefore, the applicant is requesting approval of a variation in accordance with Section 16-9-1(C) of the Carol Stream Zoning Code to allow outdoor operations as part of the maintenance facility.

The proposed outdoor maintenance yard is located to the west of the building and includes 10 bulk material storage bins along the north side of the yard. The lot would be paved, and would be surrounded by a chain-link fence with privacy slats. The fence by itself would provide the amount of screening required for outdoor storage yards in industrial districts. However, the applicant has also provided a solid row of evergreen trees outside the fence along the south side of the storage yard. To the west, the plans show a combination of evergreen trees and shade trees. Areas to the north would be completely screened by the existing tree line.

The Village has granted variations from Section 16-9-1(C) in the past, but usually for outdoor commercial uses. Examples include variations to allow outdoor garden sales or Christmas tree sales at County Farm Plaza or Geneva Plaza. Other examples include variations to allow outdoor storage of rental cars at Enterprise, Alamo and Avis. On April 18, 2005, the Village approved a variation from Section 16-9-1(C) to allow outdoor parking of service vehicles at 496-512 St. Charles Road. The case is somewhat similar to the Park District request in that the buildings at 496-512 St. Charles Road are multi-tenant office/warehouse buildings that are commonly located in the Industrial District, but in this instance are located within the B-3 Service District. The proposed maintenance facility is also the type of use that would more commonly be located in the Industrial District, but in this case is proposed in a business district. It should

be noted that the ultimate approval at 496-512 St. Charles Road only allows outdoor storage of service vehicles in the parking lot, while the Park District request includes parking of vehicles and storage of bulk materials.

Staff would not likely support the proposed outdoor storage yard with storage of bulk materials at a traditional commercial business site. However, the subject site is somewhat unique in that it is relatively isolated and is well screened by existing trees. The proposal at this site is somewhat unique in that it is more similar to uses located in industrial districts than business districts. The use would be controlled by a governmental agency, in an area surrounded by other governmental uses. Therefore, staff does not object to the proposed variation request.

Based on the information submitted, staff recommends approval of the Special Use Permit for a *Governmental Use* in accordance with Sections 16-9-2(C)(3) and 16-9-3(C)(1) of the Carol Stream Zoning Code to allow a Park District maintenance facility and recommends approval of the variation in accordance with Section 16-9-1(C) of the Carol Stream Zoning Code to allow outdoor operations ancillary to the maintenance facility, subject to the following conditions:

1. That the Carol Stream Park District shall finalize the purchase of the property from the Illinois Department of Transportation prior to issuance of a building permit;
2. That the Park District shall provide a cross-access easement agreement that allows Park District and Village access along the entire length of the entrance drive from Kuhn Road and assigns maintenance responsibilities;
3. That the paving of the entrance drive from Kuhn Road shall be completed to the satisfaction of the Village Engineer;
4. That the stormwater management areas shall require approval from the Engineering Services Department;
5. That the building shall be constructed with 100% masonry on the south and east sides of the building, as shown on the Exterior Elevation drawing attached as Exhibit C;
6. That the storage area shall be completely enclosed by a chain-link fence with privacy slats;
7. That all proposed landscape materials shown on the landscape plan attached as Exhibit B shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis;
8. That the existing tree lines and undergrowth along the north property line and along Klein Creek to the east shall be preserved;
9. That all of the Park District vehicles and equipment shall be parked and stored within the maintenance building or fenced storage area, and that the gates to the storage area shall be closed at all times except when vehicles or equipment are actively being brought in or out of the storage area;
10. That the parking stalls shall be striped in accordance with the Village's looped striping requirements;
11. That the development of the site and buildings will comply with all state, county and Village Codes and requirements.

Commissioner Michaelsen asked what the bins would be used for and was told that they would hold wood chips, sand, softball mix and they would be for Park District use only. In response to the question about fuel facilities, Mr. Ulrey noted that fuel for all Park District vehicles is purchased through the Village and dispensed at the Public Works Center. Commissioner Michaelsen asked why two of the sides are brick and the other side metal and Mr. Ulrey replied that it is mainly for economics.

Commissioner Spink asked if there will be a special ventilation system and it was stated that there will be sensors that will respond to dangerous levels of emissions with exhaust fans and provisions for emergency opening of the overhead doors.

Commissioner Smoot commented that he would like to see the existing bike path extended to the tunnel under North Avenue.

Commissioner Christopher asked the height of the proposed fence and was told that it will be 8 feet in height, which meets Code. He asked what the plan was for snow removal and Mr. Ulrey stated that they will handle the snow plowing up to the fence but within it.

Chairman Weiss commented that there have been many positive changes since the initial proposal.

Mr. Ulrey questioned whether the entire drive from the entrance on Kuhn Road must be widened as a condition of approval because the concern is that the entrance road through the park was just re-done two years ago. Mr. Svalenka said that the staff recommendation of approval is that the paving of the entrance drive from Kuhn Road shall be completed to the satisfaction of the Village Engineer. It is not that it should be paved from Kuhn Road, so regardless of the details of how it gets paved is separate from this approval, it just should be paved to the satisfaction of the Village Engineer.

Commissioner Michaelsen asked how much higher is the building to the normal water line in Klein Creek and was told that the elevation from the 100 year flood boundary is two feet which complies with stormwater management

Commissioner Spink moved and Commissioner Christopher made the second to recommend approval of a special use permit for governmental use and a variation of outdoor operations in accordance with staff recommendations. The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on March 19, 2007 and was advised to attend that meeting.

A short recess was declared at this point – 9:00 PM
The Combined Board reconvened at 9:05 PM

**06357: Midwest Development & Investment Corporation – 135 N. Gary Avenue
Variations – Zoning Code
Gary Avenue Corridor Review**

Alan Marks was sworn in as a witness in this matter. He explained that the request is for two variations to the Zoning Code and the Gary Avenue Corridor Review to develop a 6,000 sf NAPA Auto Parts store at 135 N. Gary Avenue. He noted that there are no issues with the staff recommendations.

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

Mr. Svalenka stated that Alan Marks of Midwest Development and Investment Corporation, on behalf of NAPA Auto Parts, has filed an application seeking Gary Avenue Corridor Review and approval of two variations from the Zoning Code in order to develop the property at 135 N. Gary Avenue with a 6,000 square foot NAPA Auto Parts store. The 0.61-acre property is located on the east side of Gary Avenue, about 160 feet north of North Avenue, between an existing CarQuest auto parts store and Fanny May candy store, and immediately west of the 171,000 square foot *Vaxcel Lighting Direct* facility built by Duke Construction in 2006. Development of the property is governed by a Gary Avenue Master Plan approved by the Plan Commission / Zoning Board of Appeals on May 8, 2006, with conditions.

On May 15, 2006, Duke Realty was granted approvals by the Village Board for a plat of subdivision and rezoning to create two vacant commercial parcels fronting on Gary Avenue on either side of the existing CarQuest store. The Master Plan contemplated the development of commercial uses at the two parcels, with building and pavement setbacks for the future developments to correspond with the existing CarQuest property, which does not meet current standards for rear yard setback and pavement setback. During the development of the Master Plan, access to and from Gary Avenue was a significant issue, and the Village made every effort to ensure that the existing and future commercial properties at this location would have the best possible access. Staff worked with the DuPage County Division of Transportation to determine the access options at the NAPA Auto Parts parcel, and it was determined that full egress is not feasible due to the proximity of the site to the North Avenue intersection. Therefore, the Master Plan shows a full inbound access with right-turn only outbound, and the possibility of parking lot interconnections among the four commercial properties, if the owners so desire.

The petitioner is requesting two variations from the Zoning Code: a variation for a Rear Yard Setback of 11 feet rather than the standard 40 feet (§16-9-4-G), and a variation for a pavement setback along Gary Avenue of 16 feet rather than the standard 30 feet (§16-5-6-J). As noted above, development of the property is governed by the approved Gary Avenue Master Plan, which contemplated the rear yard and pavement setbacks proposed by the petitioner. The setbacks are consistent with the adjacent existing CarQuest property. Staff does not object to the two variations, subject to the conditions recommended in this report.

Because the proposed development is located within the Gary Avenue Corridor (GAC), the Plan Commission must review and approve plans for the property to ensure that the proposal is in conformance with the GAC regulations. The Plan Commission has the authority to make the final determination of conformance with the GAC regulations, and Village Board consideration is not required. The sections of the GAC regulations that apply to this proposal include site design, architectural design and parking/landscape design.

Many aspects of the site design have already been discussed in this report; as such, the comments regarding site design in this section will only relate to specific GAC standards and the Gary Avenue Master Plan approved for the properties at this location.

The GAC site design standards require service areas to be out of sight from Gary Avenue. The areas of concern for this project are the trash dumpster and mechanical equipment locations. Section 16-5-6(K)(9) of the Gary Avenue Corridor regulations states that all utility hardware shall be screened from view from public ways with materials identical to or strongly similar to the building materials, or shall be located so as not to be visible from any public ways. Section 16-5-6(K)(10) states that screening of the trash enclosure shall be accomplished by use of walls, fencing, dense planting or any combination of these measures, and that the screening shall block views from public ways. In order to meet these requirements, the petitioner has located a seven-foot masonry enclosure at the north side of the building in which to place the trash dumpster and mechanical equipment. The enclosure would be constructed of masonry material that would match the building. Although staff would prefer that the trash compactor and mechanical equipment be located behind the building, the physical constraints of the site prevent such location. Staff finds the proposed enclosure acceptable, and the seven-foot height would meet the maximum height requirement for the B-3 District. If the Plan Commission / Zoning Board of Appeals were to recommend approval of the petitioner's requests, staff suggests a condition of approval requiring masonry material that would match the building.

As noted above, development of the property is governed by the approved Gary Avenue Master Plan, which was approved by the Plan Commission / Zoning Board of Appeals on May 8, 2006, with conditions. Staff has reviewed the petitioner's proposed Site Plan (Exhibit A), and we find it to be in conformance with the Master Plan and conditions of approval. We also note that the proposed development plans include only two variations from the applicable standards of the Zoning Code, as discussed above.

Staff can support the overall site design. However, note three items that remain to be addressed:

The Site Plan appears to be drawn to scale, but no scale is indicated. The petitioner must add the scale notation and submit a revised plan before the matter will be brought to the Village Board for approval.

The curbed island at the access to/from Gary Avenue is too small to serve as either an effective pedestrian refuge or an effective means of delineating inbound and outbound traffic. The island must be enlarged to the satisfaction of the Village Engineer. The petitioner must make the necessary revision and submit a revised plan before the matter will be brought to the Village Board for approval.

One of the conditions of Gary Avenue Master Plan approval is that the petitioner must coordinate with the CarQuest and/or Fannie May owners, as appropriate, to notify them of the availability to interconnect the properties if they so wish. Attached are copies of recent correspondence to these two property owners; responses have not yet been received. Staff suggests a reasonable condition of approval would be to withhold issuance of a building permit for the NAPA project until satisfactory responses have been received.

Color building elevations are provided for the proposed NAPA building (Exhibit C). The architecture of the building is intended to comply with the guidelines offered by the Gary and North Avenue Corridor Regulations. A full masonry building is proposed, with an accent band located just above the awning line. The awning provides an additional colored accent, and also meets the GAC requirement for a pedestrian arcade or canopy fronting the store. Staff notes that a delivery door would be located at the north end of the building, near the trash/equipment enclosure. Although the GAC Regulations require that service areas be located out of sight from Gary Avenue, we note that the physical constraints of the site prevent a delivery drive from being located at the rear of the building, and so it is not possible to locate the delivery door completely out of sight from Gary Avenue. The selection of the north side of the building for the door location is the best available alternative, since the south and west walls are much more visible from Gary Avenue.

With respect to site landscape considerations, the Gary Avenue Corridor regulations were designed to allow flexibility in design but require a certain amount of landscape material on-site. Staff calculates the amount of landscape material required by granting a point value to the type of landscape material provided and then requiring a certain number of points for specific areas of the development. For example, shade trees are worth 225 points each and evergreen trees are worth 275 points each. It is the designer's choice as to how to combine landscape materials on the site in order to meet the criteria of the ordinance and achieve the intent or concept of the corridor. As can be seen on the Landscape Plan (Exhibit B), landscape materials are shown within the parkway and adjacent to the parking spaces along Gary Avenue, within the parking lot landscape islands, and along the sides of the property to the north and south.

In evaluation of this project, staff finds that the criteria for the variations for rear yard setback and pavement setback are met, subject to conditions noted in this report and the Recommendation section. We also find the Gary Avenue Corridor Review to be acceptable, subject to the recommended conditions. We note that several of the conditions are standard Village conditions placed on all projects within the Gary Avenue Corridor.

Staff recommends approval of the request for a variation to allow a Rear Yard Setback of 11 feet rather than the standard 40 feet (§16-9-4-G), a variation for a pavement setback along Gary Avenue of 16 feet rather than the standard 30 feet (§16-5-6-J), and Gary Avenue Corridor Review for the proposed development of the vacant property at 135 N. Gary Avenue as a NAPA Auto Parts store. This recommendation is subject to the following conditions:

1. A building permit shall not be issued for the property until Village staff confirms that appropriate and adequate responses have been received from the CarQuest and Fannie May owners regarding the interconnection of their the properties to the NAPA property if

- they so wish;
2. The drawing scale shall be shown on the site plan before the plan will be brought to the Village Board for final approval;
 3. The curbed island at the right-in-right-out access shall be enlarged to the satisfaction of the Village Engineer before the plan will be brought to the Village Board for final approval;
 4. That separate building permits are required for all trash enclosures and signs;
 5. The trash enclosure shall be constructed of masonry material to match the building, and shall block the view of the interior of the enclosure from Gary Avenue;
 6. Only channel letter signs, and not box signs, shall be permitted;
 7. All rooftop equipment shall be completely screened from view in all directions;
 8. All ground-mounted mechanical equipment shall be screened from view from Gary Avenue;
 9. All landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species as indicated on the approved landscape plan on an annual basis;
 10. All off-street parking spaces must be striped in accordance with the Village's looped striping requirements; and
 11. The development of the sites and buildings will comply with all state, county and Village Codes and requirements.

Commissioner Michaelsen asked if the parking lot will be curbed and he was told that it will be and in response to the question it was noted that all lighting will be on the building.

In regard to the question of the three items noted in the staff report in addition to the conditions, Mr. Mark said that he is in agreement with them as well.

Commissioner Smoot moved and Commissioner Michaelsen made the second to recommend approval of zoning variation setbacks in accordance with the conditions noted in the staff report.

The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on March 19, 2007 and was advised to attend that meeting.

Commissioner Smoot moved and Commissioner Christopher made the second to approve the Gary Avenue Corridor Review in accordance with staff recommendations. The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

Bill Murakami, John Morse, Bill Cannon and Morrow DeFalco were sworn in as witnesses in this matter.

Mr. Cannon said that the request is to expand its loading dock facilities at the north end of the building. This will require the loss of some parking spaces and in reviewing the parking space requirements it has been determined that 361 spaces are required and by reconfiguring the parking areas it would allow landbanking of 22 of the 361 parking spaces and provide for the change in loading dock spaces.

Mr. DeFalco commented that in regard to the staff recommendations they would like to have condition # 3 modified so that instead of curbed islands provided to delineate the truck dock and truck staging area from the parking areas, they would like to be able to use temporary stone blockades to provide separation. The blockades would provide the separation that the staff is requesting, but at the same time, they would be a temporary structure so that to the extent that if they need to modify the line or would elect to use the additional margin areas, the barrier could simply be moved.

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

Mr. Svalenka stated that FIC America was granted a variation for landbanked parking in April

#07030 - Village of Carol Stream – 500 N. Gary Avenue
Text Amendments – Subdivision Code and Zoning Code

Presentation:

1995 (Ordinance 95-04-18), and then amendments to the variation in August 1995 (Ordinance 95-08-41), January 1997 (Ordinance 97-01-12) and August 1998 (Ordinance 98-08-59). As shown on Exhibit B, the most recent landbanked parking variation was for 120 spaces along the Lies Road frontage, with 305 spaces constructed on the north and east sides of the building. Exhibit A shows the existing conditions, whereby all but 22 of the landbanked spaces have been constructed, and 412 spaces now exist on the site. FIC America wishes to expand its loading dock facilities at the north end of the building, thus removing 85 of the 138 spaces from that location.

§16-13-2(G) of the Zoning Code states:

Landbanking of required parking spaces as greenspace may be permitted in the Industrial District when approved as a variation provided the owner of the property demonstrates through employee counts that the total number of parking spaces required using the square footage parking requirements outlined herein are not necessary and there is sufficient usable land area available on the subject property to provide the required parking spaces if deemed necessary by the Village in the future.

When justified, the Village has used this landbanking provision to allow industrial businesses to reduce the amount of paving that must be installed and maintain the land as greenspace. In all cases, the Village has retained the right to require that all of the required parking be installed if it is ever determined that the parking spaces are necessary.

This request is the result of a proposed expansion of the loading dock facilities on the north side of the building, with no change to the building footprint. The applicant has indicated that the staffing of the facilities creates a parking demand for 200 cars during the first shift and 100 cars during the second shift, with a maximum onsite demand of 300 cars during the shift change. The current request would amend the landbank proposal approved in August 1998, which allowed the landbanking of 120 parking spaces required by the Zoning Code. Staff would note that previous parking demand calculations did not take into account the total area of the truck dock facilities, for which no parking spaces are required by the Code. As noted above, the Code requirement for parking spaces, based on the proposed allocation of space within the 258,177 square foot building, is 361 spaces.

Review of the parking lot proposal indicates that the minimum requirements of the zoning code would be accommodated in terms of parking setbacks, required number of parking spaces and greenspace requirements. Staff's concerns at this time include the following:

- Employee usage of the designated parking spaces.
- Presence of outdoor storage at the north end of the building.
- Delineation of the truck staging area.
- The parking demand of future owners.

In the staff report for the 1998 variation request, staff noted that is that parking should be limited to the striped parking spaces within the paved parking lot. Site inspections of FIC America at that time indicated that employee parking was occurring in drive aisles and the lawn areas of the site. A recent site inspection showed that vehicles were parked along the curb in the drive aisle at the southeast corner of the site. While the number of spaces available on the site appear to be adequate based on the Code requirement and the property owner's parking demand estimates, it apparently is more convenient for employees to park in areas close to the building entrances rather than in the striped spaces, which may be a greater distance from the building. This practice should be discouraged in the future and more strictly enforced by the property owner in order to avoid access problems for emergency vehicles and site circulation problems in general. Village staff will be further monitoring the situation to determine if the problem is being corrected.

The recent site inspection also revealed the presence of material storage at the north end of the site. Such storage constitutes a violation of §16-10-1(C) of the Zoning Code, which requires that such storage be contained within the building. If approved as a special use, the storage would need to be screened by a fence. If the Plan Commission / Zoning Board of Appeals were to recommend approval of the applicant's request for zoning variations, staff recommends a condition whereby no outdoor storage be permitted unless approved as a special use by the Village Board.

The applicant proposes to delineate the truck dock area and truck staging area by means of islands extending from the north end of the building into the pavement area. Staff is concerned that the truck maneuvering area be properly separated from the parking areas. Staff has discussed this matter with the applicant, who indicated he would agree to provide curbed islands rather than painted islands, in order to address staff's concern. If the Plan Commission / Zoning Board of Appeals were to recommend approval of the applicant's request for zoning variations, staff recommends a condition whereby curbed islands be provided.

In evaluating a request for variation for landbanked parking, staff always considers the needs of future building occupants. In this case, staff is comfortable that the building would not be configured in such an unusual manner that a future occupant with a conventional allocation of building space might not meet the parking requirements of the Zoning Code.

Summary:

The intent of the parking requirements is to maintain minimum standards for parking facilities in order to adequately serve the uses of land and buildings. Based upon the employee parking demand estimate submitted by the applicant, staff does not foresee a problem with the installation of only a portion of the required parking spaces. The Village will, however, retain the right to require that all parking be installed at a future date if a deficiency should occur or parking on-site becomes problematic.

Staff recommends approval of the request for variations to allow the landbanking of 22 of the 361 required parking spaces on-site as greenspace, and a parking reconfiguration to create an additional 14 spaces, to the property at 485 E. Lies Road in the I Industrial District. This recommendation is subject to the following conditions:

1. The applicant shall provide a minimum of 325 parking spaces on the property, shall landbank no fewer than 22 parking spaces, and shall allow for the future reconfiguration of the parking lot to provide a reserve of an additional 14 spaces, all as identified in the attached Exhibit A;
2. No outdoor storage shall be permitted unless approved as a special use by the Village Board;
3. Curbed islands shall be provided to delineate the truck dock and truck staging area from the parking areas;
4. At the time of any future alteration or addition to the existing building, the property owner must either install all required parking for the entire building on the site, or apply for a reconfirmation of the landbanking variance to allow review of the new employment numbers; All off-street parking spaces must be striped in accordance with the Village's looped striping requirements.
5. If deemed necessary by the Village, the landbanked and reserved parking spaces shall be installed by the property owner at his expense as shown on the attached Exhibit A. The total number of spaces on the site, including the landbanked and reserved spaces, shall be 361. The installation of the additional spaces shall take place within 30 days after the date of written notice from the Village. If the notice is given after October 1st, the work must be completed before June 1st of the next year; and
6. All off-street parking spaces must be striped in accordance with the Village's looped striping requirements.

Commissioner Michaelsen asked where the dumpsters will be kept and it was stated that they are usually not kept in that area, but within a loading dock and they will eliminate any dumpsters from that area. Commissioner Michaelsen said that he would be opposed to temporary curb for the truck dock at the north end. He asked if there is a plan for future truck docks and if so, why not move it over right away and do the curbs at the same time. The only problem would be taking away parking stalls that may be needed, Mr. Canon said that they do not know if additional docks will be needed, but the production could change and that different areas would be need to load trucks and therefore if the curbs were temporary they could be moved easily for a new configuration. Commissioner Michaelsen asked if these are company drivers or over the road drivers. Mr. Canon said that they would use these temporary parapets to provide lanes for the drivers to back into the six openings. Commissioner Michaelsen said that in his opinion using temporary curbs will not do the facility any good for the presentation of your grounds. Commissioner Spink said that it appears that there is a problem with monitoring dumpsters and trash, there could be a problem with moving temporary barriers and without notification could present problems. She said that the employees of this firm seem to park wherever it is convenient, whether it is an approved parking area or not and it seems that there does not seem to be any monitoring or control of the company. Mr. DeFalco said management will take more active control over employee parking because up until now they have not had the need to really watch it.

Commissioner Christopher asked what the height of the floor level will be at the loading docks and was told that it four feet above the paving of the dock. In response to the question about containment, Mr. Svalenka said that what he believes what is being proposed is that there would be no decrease from the elevation of the pavement. That the dock levelers would be at the elevation and trussed back directly up through them and they would divide the area between the truck parking area, in essence, adjacent to the dock levelers. They are proposing concrete highway dividers to divide the areas. There was discussion regarding pictures and drawings of the parking areas that will be affected by this proposal.

Chairman Weiss asked Mr. Svalenka to comment of condition # 3 of the staff report and Mr. Svalenka responded that when a request for landbanked parking is evaluated, staff always considers the needs of a future building tenant and if for some reason FIC America was to leave the building, staff would want it to be exist in a location that would be suitable for other uses. It is understood that in their current parking situation cars do not park close to the dock, but staff feels strongly that there should be permanent curbing to delineate those areas.

Commissioner Spink commented that if the petitioner would be willing to change their stance and agree with condition #3 the way it was, she would make a recommendation. It was explained that the staff condition is that curbed islands shall be provided to delineate the truck dock and truck staging area from the parking areas. Mr. De Falco said that that would be fine.

Commissioner Spink moved and Commissioner Vora made the second to recommend approval of a zoning variation for landbanked parking in accordance with staff recommendation, including #3. The results of the roll call vote were:

Ayes:	3	Commissioners Vora, Spink and Weiss
Nays:	3	Commissioners Christopher, Smoot and Michaelson
Absent:	1	Commissioner Hundhausen

The motion to recommend approval does not carry. The petitioner was reminded that this matter will be heard by the Village Board at their meeting on Monday, March 19, 2007 and was advised to attend that meeting.

**#07030: Village of Carol Stream – 500 N. Gary Avenue
Text Amendments – Subdivision Code and Zoning Code**

There were no comments or questions from those in attendance at the call for public hearing. The following staff report discusses and presents several proposed text amendments to the Village of Carol Stream Zoning and Subdivision Codes. In the preparation of the annual streets improvement project, the Engineering Services department discovered a number of residential driveways that appear to be nonconforming with respect to current Village Code requirements. It was decided that, in order to assist Engineering and Community Development staff in dealing with the nonconforming driveways, the Village Code's requirements with respect to driveways and service walks should be evaluated, and a set of text amendments prepared.

The proposed text amendments would make changes in the following areas:

The requirements for single-family residential driveways on private property would be placed in the Zoning Code.

Text would be made clearer with respect to allowable driveway width and location.

- Text would be made clearer with respect to elimination of nonconformities.
- Restrictions against service walks located adjacent to driveways would be removed.

In this report, each proposed text amendment is preceded by a brief introduction that will establish the rationale behind the proposed changes. Following the introduction, the current and proposed Zoning or Subdivision Code language is presented. Current text that is proposed to remain is presented in standard text, while current text that is proposed for deletion is presented in ~~strikethrough text~~. Finally, recommended new text is presented in an underline fashion. Staff encourages PC/ZBA discussion and questions during the review of the proposed text amendments.

Commissioner Spink asked if any resident not meeting these changes would notified that the changes have to made or would it be grand-fathered. Mr. Svalenka replied that if these items were installed illegally, without a permit, they would still be illegal and have to be removed. If there were installed with permits they would grandfathered.

Commissioner Michaelsen moved and Commissioner Christopher made the second to recommend approval of the text amendments to the Subdivision and Zoning Codes as presented by staff. The results of the roll call vote were:

Ayes:	6	Commissioners Christopher, Smoot, Vora, Spink, Michaelsen & Weiss
Nays:	0	
Absent:	1	Commissioner Hundhausen

This matter will be heard by the Village Board at their meeting on Monday, March 19, 2007.

Commissioner Michaelsen moved and Commissioner Spink made the second to close the public hearing. The motion passed by unanimous voice vote.

At 10:05 PM Commissioner Christopher moved and Commissioner Michaelsen made the second to adjourn. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

Old Business:

New Business:

Report of Officers:

Adjournment:

RESOLUTION NO. 2252

RESOLVED
C1 3-19-07

CONGRATULATING INDIVIDUAL STATE WRESTLING CHAMP TONY RAMOS

WHEREAS, the 2006-07 Glenbard North High School Varsity Wrestling Team valiantly competed in the Illinois State High School Association Class AA team championship tournament at Northern Illinois Univ. on Sat., February 24, 2007; and

WHEREAS, several of members of the varsity squad also competed in the individual Illinois State Championship tournament at the University of Illinois Champaign on Friday, February 16th & Saturday, February 17th; and

WHEREAS, Glenbard North High School student athlete and varsity squad member Tony Ramos of the Panthers Boys Wrestling Team competed in the IHSA Individual Championship in the 112 lbs. division; and

WHEREAS, on Friday, February 16th, Tony Ramos defeated Dale Jarosz from Palatine High School 12-5 in the semi-final qualifying match; and

WHEREAS, on Saturday, February 17th, Tony Ramos defeated Adam Sheley of Geneseo High School 12-2 to earn the Individual State Championship honors in the 112 lbs. Division; and

WHEREAS, Tony Ramos athletic accomplishment is a testament to his hard work, dedication and his courage to test his skills and endurance in head-to-head competition; and

WHEREAS, Coach Mark Hahn, his assistant coaches and the entire Panther's Varsity Wrestling Team are to be commended for their successful 2006-07 season.

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: Tony Ramos is hereby honored for his outstanding achievement in the 2006-07 Illinois High Association Individual Wrestling Championships.

SECTION 2: Tony Ramos is also to be recognized for being a role model for other high school student athletes in the Glenbard North High School Panther's Wrestling Team and for being an outstanding member of the Carol Stream community.

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

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2253

C2 3-19-07

CONGRATULATING INDIVIDUAL STATE WRESTLING CHAMP BRYAN O' CONNOR

WHEREAS, the 2006-07 Glenbard North High School Varsity Wrestling Team valiantly competed in the Illinois State High School Association Class AA team championship tournament at Northern Illinois University on Saturday, February 24, 2007; and

WHEREAS, several of members of the Varsity Squad also competed in the individual Illinois State Championship tournament at the University of Illinois Champaign on Friday, February 16th & Saturday, February 17th; and

WHEREAS, Glenbard North High School student athlete and Varsity Squad member Bryan O' Connor of the Panthers Boys Wrestling team competed in the IHSA Individual Championship in the 160 lbs. Division; and

WHEREAS, on Friday, February 16th, Bryan O' Connor defeated Robert Barber of Mt. Carmel Catholic High School 10-2 in the semi-final qualifying match; and

WHEREAS, on Saturday, February 17th, Bryan O' Connor defeated Gage Szablewski of Lake Park High School. 6-1 to earn the individual state championship honors in the 160 lbs. Division; and

WHEREAS, Bryan O' Connor athletic accomplishment is a testament to his hard work, dedication and his courage to test his skills and endurance in head-to-head competition; and

WHEREAS, Coach Mark Hahn, his assistant coaches and the entire Panther's Varsity Wrestling Team are to be commended for their successful 2006-07 Season.

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: Bryan O' Connor is hereby honored for his outstanding achievement in the 2006-07 Illinois High Association Individual Wrestling Championships.

SECTION 2: Bryan O' Connor is also to be recognized for being a role model for other high school student athletes in the Glenbard North High School Panther's Wrestling Team and for being an outstanding member of the Carol Stream community.

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

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2254

C-3 3-19-07

CONGRATULATING INDIVIDUAL STATE GYMNASTICS CHAMP MARISSA BOSCO

WHEREAS, the 2006-07 Glenbard North High School Varsity Girl's Gymnastics Team valiantly competed in the Illinois State High School Association team and individual championship tournament at Conant High School in Hoffman Estates on February 16th & 17th, 2007; and

WHEREAS, the Panther's Girl's Varsity Gymnastics team achieved 9th honors in the Illinois State High School team championship by posting a 143.40 score; and

WHEREAS, Glenbard North High School student athlete and Varsity Squad member Marissa Bosco of the Panthers Girl's Gymnastics team competed in the IHSA Individual Championship in the floor exercise; and whereas

WHEREAS, Marissa posted a top score of 9.750 on the floor exercise competition earning her the prestigious honor of being Illinois State Champ; and

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: Marissa Bosco is hereby honored for her outstanding achievement in the 2006-07 Illinois High Association Individual Gymnastics Championships.

SECTION 2: Marissa Bosco is also to be recognized for being a role model for other high school student athletes in the Glenbard North High School Panther's Girl's Gymnastics team and for being an outstanding member of the Carol Stream community.

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

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

E1a-3-19-07

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: John Svalenka, Village Planner *JS*

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

DATE: March 15, 2007

RE: **Agenda Item for the Village Board meeting of March 19, 2007**
PC/ZBA Case #06305, G.B. Illinois 2 LLC / CVS – SE Corner Gary Avenue & Lies Road
Planned Unit Development – Final Plan, Special Use Permit – Drive-up Service Window, Sign Code Variations, Gary Avenue Corridor Review

On January 17, 2006, the Village Board of Trustees enacted an ordinance approving, among other items, a Preliminary PUD Plan for the two-lot Parkview Development Partners project at the southeast corner of Gary Avenue and Lies Road. The Preliminary PUD Plan includes site and landscaping details showing a northern Lot 1 to contain a national pharmacy chain and a southern Lot 2 to contain two shopping plaza buildings. On March 20, 2006, the Village Board approved the Final PUD Plan for Lot 2 only. At this time, Peter C. Bazos, representing G.B. Illinois 2 LLC, is requesting several zoning approvals to allow a CVS Pharmacy on the proposed Lot 1. In addition to the required Final PUD Plan for proposed Lot 1 and Gary Avenue Corridor Review, the applicant has requested a Special Use Permit for Drive-up Window Service and two Sign Code Variations.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on March 9, 2007. At their March 12, 2007, meeting, by a vote of 6-0, the PC/ZBA recommended approval of the Final PUD Plan and the Special Use Permit for Drive-up Window Service, subject to the conditions contained within the staff report as well as the following two additional conditions added by the PC/ZBA:

- That a striped crosswalk be added between the service door on the building and the dumpster enclosure at the southeast corner of the site; and,
- That a bike rack be provided.

Per the attached letter dated March 14, 2007, the petitioner believes that the condition regarding providing a crosswalk to the dumpster enclosure is unnecessary, and the petitioner is requesting that the Village Board remove this condition from the approval. It should be noted that the Village Engineer has stated that crosswalk details are normally not reviewed until final engineering review, and believes the condition is not necessary. Staff supports the condition that a bike rack be provided.

Also per the attached March 14, 2007, letter, the petitioner is requesting that the Village Board amend one of the conditions of approval originating from the staff report. The specific recommended condition states as follows:

- That all truck traffic having to do with deliveries and dumpster service occur only while the pharmacy is closed for business.

The petitioner wishes to have the ability to have their business open, potentially, 24 hours per day. The condition stems from staff's concern with possible conflicts between trucks, pharmacy customers, and bypass traffic. The intent of the condition is to close the drive-through portion of the pharmacy while trucks service the dumpster or make deliveries, to limit conflicts between truck traffic and auto traffic. As discussed at the March 12, 2007, PC/ZBA meeting, but not specifically stated in the motion for approval by the PC/ZBA, staff supports an amendment to this comment to clarify that only the drive-through pharmacy windows need be closed while trucks service the facility. Staff suggests that the condition read, "That all truck traffic having to do with deliveries and dumpster service occur only while the drive-through pharmacy windows are closed for business." Please note that the Village Board has ultimate approval authority regarding the Final PUD Plan and the Special Use Permit requests.

Also at their March 12, 2007, meeting, by a vote of 6-0, the PC/ZBA approved two Sign Code Variations, subject to the conditions contained within the staff report as well as the following additional condition added by the PC/ZBA:

- That the wording of sign D1 shall be clarified to the satisfaction of Village staff to indicate that the drive-through pharmacy only provides prescription drop-off and pick-up service and does not provide full service.

Please note that the PC/ZBA has the authority to approve Sign Code variation requests; however, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the PC/ZBA within 21 days of the date that the request first appears before the Village Board.

The PC/ZBA also voted 6-0 to approve the requested Gary Avenue Corridor Review. Please note that the PC/ZBA vote regarding the Gary Avenue Corridor Review serves as the final decision on this matter.

In summary, staff supports the requested revisions to the conditions of approval to delete the requirement for a striped crosswalk and to re-word the restriction regarding truck traffic in the drive-up window area. If the Village Board concurs with the PC/ZBA recommendations, subject to the changes requested by the petitioner as noted above and agreed to by staff, they should approve the Final PUD Plan and the Special Use Permit for Drive-up Window Service, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

JDS:js

c: Peter C. Bazos, via fax, (847) 742-9777

SCHNELL, BAZOS, FREEMAN, KRAMER, SCHUSTER & VANEK
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

PETER C. BAZOS
BRADLEY T. FREEMAN
ROBERT S. KRAMER
MARK SCHUSTER
GARY M. VANEK

1250 LARKIN AVENUE, SUITE 100
ELGIN, ILLINOIS 60123
TELEPHONE (847) 742-8800
FAX (847) 742-9777
E-mail – pbazos@sbfklaw.com

THEODORE N. SCHNELL, JR. - Retired

ANDREW E. KOLB
SCOTT P. LARSON

March 14, 2007

VIA E-MAIL ONLY
jvalenka@carolstream.org

John Svalenka, Village Planner
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188-1899

Re: Petition 06305 (G.B. Illinois II, LLC-CVS Project)

Dear Mr. Svalenka:

As you know, the Plan Commission unanimously recommended approval of the above-referenced petition subject to nineteen (19) conditions, seventeen (17) of which were set forth at the end of the staff report and two (2) of which were added by the Plan Commission. Two of these conditions deserve further attention by the Village Board as follows:

- (a) Condition #7 is a bit ambiguous. As I discussed with the Plan Commission at the meeting, the delivery trucks and dumpster service trucks will arrive at the facility either late at night or early in the morning so as to avoid any conflict with customer traffic. As we explained to the Plan Commission, CVS will have its business open, potentially, 24 hours per day. The language in Condition #7 would seem to limit these delivery and dumpster truck activities "...only while the pharmacy is closed for business". You indicated to the Plan Commission and to me that the intent of the staff's language is that the truck deliveries be limited only to times when the drive-through windows are closed. That clarification would be acceptable to the Petitioner.
- (b) At the request of one of the commissioners of the Plan Commission, an additional Condition was added requiring that a pedestrian walkway be striped from the rear door of the building to the dumpster area so as to avoid conflict between automobiles and employees taking trash to the

dumpster area. CVS is certainly willing to do this. However, we believe that this condition is inappropriate and unnecessary. If a striped crosswalk is truly necessary for pedestrian safety in this circumstance, then, one could argue, such pedestrian stripping would also be necessary at the Carol Stream Village Hall in order to protect pedestrians leaving Village Hall and going to their vehicles from being impacted by automobiles going through the mail drop box in the parking lot. Simply stated, such internal pedestrian walks are barely, if ever, marked. Again, however, if the Village insists on this, CVS will be glad to do it.

Other than these two items, CVS is fully satisfied with the Plan Commission recommendations.

Best regards,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long horizontal line extending to the right.

Peter C. Bazos

PCB/np

AGENDA ITEM

ELB 3-19-07

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: John Svalenka, Village Planner *JS*

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

DATE: March 14, 2007

RE: **Agenda Item for the Village Board meeting of March 19, 2007**
PC/ZBA Case 06338, Carol Stream Park District – West side of Kuhn Road,
north of North Avenue
Special Use Permit – Governmental Use, Variation – Outdoor Operations

The Carol Stream Park District, represented by Dennis Ulrey, has submitted applications for approval of a Special Use Permit for a Governmental Use in accordance with Sections 16-9-2(C)(3) and 16-9-3(C)(1) of the Carol Stream Zoning Code to allow a Park District maintenance facility and for a variation in accordance with Section 16-9-1(C) of the Carol Stream Zoning Code to allow outdoor operations ancillary to the maintenance facility. The facility would replace the existing maintenance facility at Armstrong Park.

The staff report presenting the requested Special Use Permit and Zoning Variation, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on March 9, 2007. At their March 12, 2007, meeting, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permit for a Governmental Use and Zoning Variation to allow outdoor operations, subject to the conditions contained within the staff report.

If the Village Board concurs with the Plan Commission/Zoning Board of Appeals recommendation, they should approve the requested Special Use Permit and Zoning Variation and adopt the necessary Ordinance.

JDS:js
 c: Dennis Ulrey, via fax, (630) 784-6198

NAPA MEMO
EIC 3-19-07

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: John Svalenka, Village Planner *JS*

THROUGH: Robert J. Glees, Community Development Director *BA*

DATE: March 14, 2007

RE: **Agenda Item for the Village Board meeting of March 19, 2007**
PC/ZBA Case 06357, Midwest Development and Investment Corporation – 135
N. Gary Avenue
Zoning Variations – Setbacks, Gary Avenue Corridor Review

Alan Marks of Midwest Development and Investment Corporation, on behalf of NAPA Auto Parts, has filed an application seeking approval of two variations from the Zoning Code and Gary Avenue Corridor Review in order to develop the property at 135 N. Gary Avenue with a 6,000 square foot NAPA Auto Parts store. The 0.61-acre property is located on the east side of Gary Avenue, about 160 feet north of North Avenue, between an existing CarQuest auto parts store and Fanny May candy store, and immediately west of the 171,000 square foot *Vaxcel Lighting Direct* facility built by Duke Construction in 2006. The two requested variations from the Zoning Code include a variation for a Rear Yard Setback of 11 feet rather than the standard 40 feet (§16-9-4-G), and a variation for a pavement setback along Gary Avenue of 16 feet rather than the standard 30 feet (§16-5-6-J). The variation requests are pursuant to a Gary Avenue Master Plan approved by the Plan Commission / Zoning Board of Appeals on May 8, 2006, with conditions.

The staff report presenting the requested Zoning Variations and Gary Avenue Corridor Review, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on March 9, 2007. At their March 12, 2007, meeting, the PC/ZBA voted separately for the Zoning Variations and Gary Avenue Corridor Review. By a vote of 6-0, the PC/ZBA recommended approval of the two Zoning Variations, subject to the conditions contained within the staff report. Also by a vote of 6-0, the PC/ZBA approved the Gary Avenue Corridor Review, subject to the conditions contained within the staff report. Please note that the Village Board has ultimate approval authority regarding the Zoning Variation requests, but the PC/ZBA vote regarding the Gary Avenue Corridor Review serves as the final decision on this matter.

Two of the conditions in the staff report required the petitioner to make revisions to the plans before the plans would be brought to the Village Board for final approval. The two conditions read as follows:

- The drawing scale shall be shown on the site plan before the plan will be brought to the Village Board for final approval; and,

- The curbed island at the right-in-right-out access shall be enlarged to the satisfaction of the Village Engineer before the plan will be brought to the Village Board for final approval.

The petitioner has shown the drawing scale on a revised plan and has added notes to the plan regarding enlarging of the curbed island that meet with the satisfaction of the Village Engineer.

If the Village Board concurs with the Plan Commission/Zoning Board of Appeals recommendation, they should approve the requested Zoning Variations and adopt the necessary Ordinance.

JDS:js

c: Alan Marks, via fax, (641) 472-0903

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RECEIVED FILE
Eld 3-19-07

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: John Svalenka, Village Planner *JS*

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

DATE: March 15, 2007

RE: **Agenda Item for the Village Board meeting of March 19, 2007**
PC/ZBA Case #07005, FIC America Corporation – 485 E. Lies Road
Zoning Variations – Landbanked Parking

FIC America was granted a variation for landbanked parking in April 1995 (Ordinance 95-04-18), and then amendments to the variation in August 1995 (Ordinance 95-08-41), January 1997 (Ordinance 97-01-12) and August 1998 (Ordinance 98-08-59). The most recent landbanked parking variation was for 120 spaces along the Lies Road frontage, with 305 spaces constructed on the north and east sides of the building. In the existing condition, all but 22 of the landbanked spaces have been constructed, and 412 spaces now exist on the site. FIC America wishes to expand its loading dock facilities at the north end of the building, thus removing 85 of the 138 spaces from that location. Therefore, Takenaka (U.S.A) Corporation, on behalf of FIC America, has requested variations in accordance with Section 16-13-2(G) of the Carol Stream Zoning Code to amend the landbanking agreement approved in August 1998 for required parking spaces at their Carol Stream facility at 485 E. Lies Road. Staff notes that the previous parking demand calculations did not take into account the total area of the truck dock facilities, for which no parking spaces are required by the Zoning Code, and so only 361 spaces are actually required by the Code. Therefore, the request would allow the landbanking of 22 of the 361 required parking spaces on-site and a parking reconfiguration to create an additional reserve of 14 spaces, with the future parking installation to occur as employee counts increase or when additional parking needs arise.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on March 9, 2007. At their March 12, 2007, meeting, the PC/ZBA's motion to recommend approval of the Zoning Variations, subject to the conditions contained within the staff report, failed by a vote of 3-3. The dissenting voters indicated that they were concerned with the following issues.

- In the staff report for the 1998 variation request, staff noted that parking should be limited to the striped parking spaces within the paved parking lot. Site inspections of FIC America at that time indicated that employee parking was occurring in drive aisles and the lawn areas of the site. In the current staff report, staff notes that a recent site inspection showed that vehicles were parked along the curb in the drive aisle at the southeast corner of the site. When questioned about vehicles parked in areas other than striped parking spaces, the petitioner's architect stated that the problem had not occurred since 1998. When confronted regarding the apparent disagreement with the staff report, the architect indicated that he had misspoken.

The dissenting PC/ZBA members stated that this caused them to believe that the petitioner is not in control of their employees and does not keep track of current site situations.

- The recent site inspection also revealed the presence of dumpsters and material storage at the north end of the site. Such storage constitutes a violation of §9-1-5 of the Health Regulations, which requires that the dumpsters be contained within an enclosure, and a violation of §16-10-1(C) of the Zoning Code, which requires that material storage be contained within the building. Staff recommended that if the Plan Commission / Zoning Board of Appeals were to recommend approval of the applicant's request for zoning variations, the approval should include a condition whereby no outdoor storage be permitted unless approved as a special use by the Village Board. When questioned whether the petitioner would agree to move the storage inside the building, the petitioner's architect attempted to describe a plan whereby most storage would be moved inside but several dumpsters would remain outside. The dissenting PC/ZBA members stated that this caused them to believe that the petitioner was reluctant to comply with the standards of the Village Code.
- As noted above, FIC America wishes to expand its loading dock facilities at the north end of the building, thus removing 85 of the 138 spaces from that location. Staff is concerned that the truck maneuvering area be properly separated from the remaining parking areas. Staff had discussed this matter with the applicant, who indicated he would agree to provide curbed islands rather than painted islands, in order to address staff's concern. During the public hearing, the petitioner's architect proposed the use of temporary concrete highway dividers (also known as Jersey barriers) instead of permanent curbed islands, to maintain flexibility for future building modifications. Staff indicated that they were not in favor of the concrete highway dividers for aesthetic concerns, and also noted that permanent curbing would better suit the requirements of future building occupants. The petitioner maintained the request to use concrete highway dividers. Upon seeing that the PC/ZBA members were reluctant to make a motion for approval, the petitioner then agreed to provide curbed islands as originally noted in the staff report. The dissenting PC/ZBA members stated that this caused them to believe that the petitioner was reluctant to comply with staff requests.

Staff has discussed these issues with the petitioner. As noted in the attached letter, FIC America intends to fully comply with all of the conditions of approval recommended by staff. On March 15, 2007, staff visited the subject site and met with representatives of FIC America. The petitioner has responded to the above issues as follows:

- Regarding employee parking along the curb in the drive aisle at the southeast corner of the site, the petitioner has placed traffic cones along the curb to discourage parking in this area. The petitioner has also designated a security guard to specifically monitor the parking lot and strictly prohibit parking in areas other than striped parking spaces. Staff is satisfied that this will correct the problem.
- Regarding the presence of material storage at the north end of the site, the most recent site visit by staff has revealed that most of the materials have already been removed. The outdoor material storage included dozens of empty storage racks and storage bins, eight dumpsters, and several semi-truck trailers. The petitioner has removed all of the racks and bins. The petitioner has caused several of the semi-truck trailers to be removed and indicated that all of

the trailers will be removed within a week. The petitioner has removed six of the dumpsters and has moved two of the dumpsters into an outdoor truck dock location at the northwest corner of the building. The two dumpsters located outside in the truck dock area are empty, and are only staged in that location to replace other dumpsters that are to be hauled away from inside the building once they are full. No trash of any kind is currently stored outside. The two empty dumpsters are screened from view from surrounding streets by the building. Staff is satisfied that the petitioner has acted swiftly to comply with PC/ZBA concerns and staff concerns regarding outdoor storage to the extent possible at this time. Staff notes that outdoor staging of the two empty dumpsters requires approval of a Special Use Permit. As noted in the staff report as a recommended condition of approval, if the Village Board were to approve the applicant's request for zoning variations, staff recommends a condition whereby no outdoor storage be permitted unless approved as a Special Use by the Village Board.

- Regarding the petitioner providing permanent curbed islands to properly separate the truck maneuvering area from the remaining parking areas, the petitioner has agreed to provide the curbed islands to the satisfaction of Village staff. As noted in the staff report as a recommended condition of approval, if the Village Board were to approve the applicant's request for zoning variations, staff recommends a condition whereby curbed islands be provided to delineate the truck dock and truck staging area from the parking areas.

FIC America has already made excellent progress in correcting the parking and outdoor storage problems noted in the staff report for this case, addressing the concerns of the PC/ZBA. Based staff's previous experience with FIC America, and based on the March 15, 2007, site visit as noted above, staff is more than satisfied that the petitioner intends to comply with all staff concerns. Regardless of the outcome of the applicant's current request for zoning variations, staff will work with FIC America regarding the required approvals for the outdoor staging of the two dumpsters.

The motion to recommend approval of the Variation from Parking Requirements resulted in a 3-3 tie vote at the Plan Commission, and so a supermajority (2/3) of the six Trustees would need to vote in favor of the request for it to pass; four votes would be required, and the Mayor's vote does not count towards the supermajority. Even if fewer than six Trustees are present, four votes would still be required. If the Village Board concurs with the staff recommendations, subject to the changes noted above, and if the Village Board decides to overturn the failed PC/ZBA motion to recommend approval, they should approve the Zoning Variations, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

JDS:js

c: Guillermo Cannon , via fax, (630) 250-3433



FIC America Corporation

March 15, 2007

VIA FACSIMILE (630) 665-1064

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

Re: FIC America, Case No. 07005

Dear Bob:

I appreciated your willingness to meet me at the plant this morning. I also enjoyed the opportunity to show John Svalenka our operation. I wanted to take this opportunity to write you and address any open issues concerning our desire to construct a loading dock on the north side of the plant. First, I want to assure you that FIC America is in agreement with the staff recommendations set forth in the Staff Report. Second, as you saw during your visit, we have already addressed the issue regarding employee parking along the drive isles. We have security patrolling the parking lot to ensure that all cars are parked in the striped spaces and any car that is not parked in a striped space will be cited with a violation. We will also be posting "no parking signs" along the drive isles. Third, we have moved the scrap metal bins from the rear parking lot to the loading docks on the west side of the building. These scrap metal bins are removed each hour by our vendor, and therefore, remain empty at most times. And as you saw during your visit, the bins are not visible from the street. We would ask as part of the meeting on Monday, March 19, 2007, that the Village Council approve a special use permit that would allow us to leave the bins in the location described above. Again, these bins are not visible from the street and are empty at most times given that we require our vendors to remove the bins each hour.

We hope that the Village is pleased with the progress we have made since the meeting on Monday, March 12th. We have always enjoyed a close relationship with the Village, and we look forward to continuing our operations in the Village of Carol Stream. The loading dock that we are requesting will further enhance our operations and we are hopeful that the Village will cooperate in our efforts to provide these enhanced operations. Thank you for the opportunity to address you and the Village.

Yours truly,



William Murakami

Executive Vice President


485 East Lies Road Carol Stream, IL 60188
Telephone 630-871-7609 Facsimile 630-871-2938


COMMUNITY DEVELOPMENT

Ele 3-19-07

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: John Svalenka, Village Planner 

THROUGH: Robert J. Glees, Community Development Director 

DATE: March 15, 2007

RE: **Agenda Item for the Village Board meeting of March 19, 2007**
PC/ZBA Case 07030, Village of Carol Stream, 500 N. Gary Avenue
Text Amendments – Zoning and Subdivision Codes

In the preparation of the annual streets improvement project, the Engineering Services department discovered a number of residential driveways that appear to be nonconforming with respect to current Village Code requirements. It was decided that, in order to assist Engineering and Community Development staff in dealing with the nonconforming driveways, the Village Code's requirements with respect to driveways and service walks should be evaluated, and a set of text amendments prepared.

The proposed text amendments would make changes in the following areas:

- The requirements for single-family residential driveways on private property would be placed in the Zoning Code.
- Text would be made clearer with respect to allowable driveway width and location.
- Text would be made clearer with respect to elimination of nonconformities.
- Restrictions against service walks located adjacent to driveways would be removed.

The staff report presenting the requested text amendments was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals packet on March 9, 2007. At their March 12, 2007, meeting, the PC/ZBA recommended approval of the text amendments by a vote of 6-0.

If the Village Board concurs with the Plan Commission/Zoning Board of Appeals recommendation, they should approve the requested text amendments and adopt the necessary Ordinance.

JDS:js

G-1 3-19-07

Village of Carol Stream
Interdepartmental Memo

DATE: March 15, 2007
TO: Joseph E. Breinig, Village Manager
FROM: Christopher M. Oakley, Asst. to the Village Manager *CMO*
RE: 2006-07 Funding Request from the DuPage Senior Citizens Council

Since 2000, the Village Board has considered and approved an annual funding request from the DuPage Senior Citizens Council to assist in funding a small percentage of the total costs for the Senior Nutrition program (Meals on Wheels) support as well as Senior Chore program (Home Maintenance). The agency's 2006-07 funding appeal totals \$15,218, that includes \$14,687 (96%) for the Senior Nutrition program component and \$531 (4%) for the Senior Chore program. A summary of this funding request is as follows:

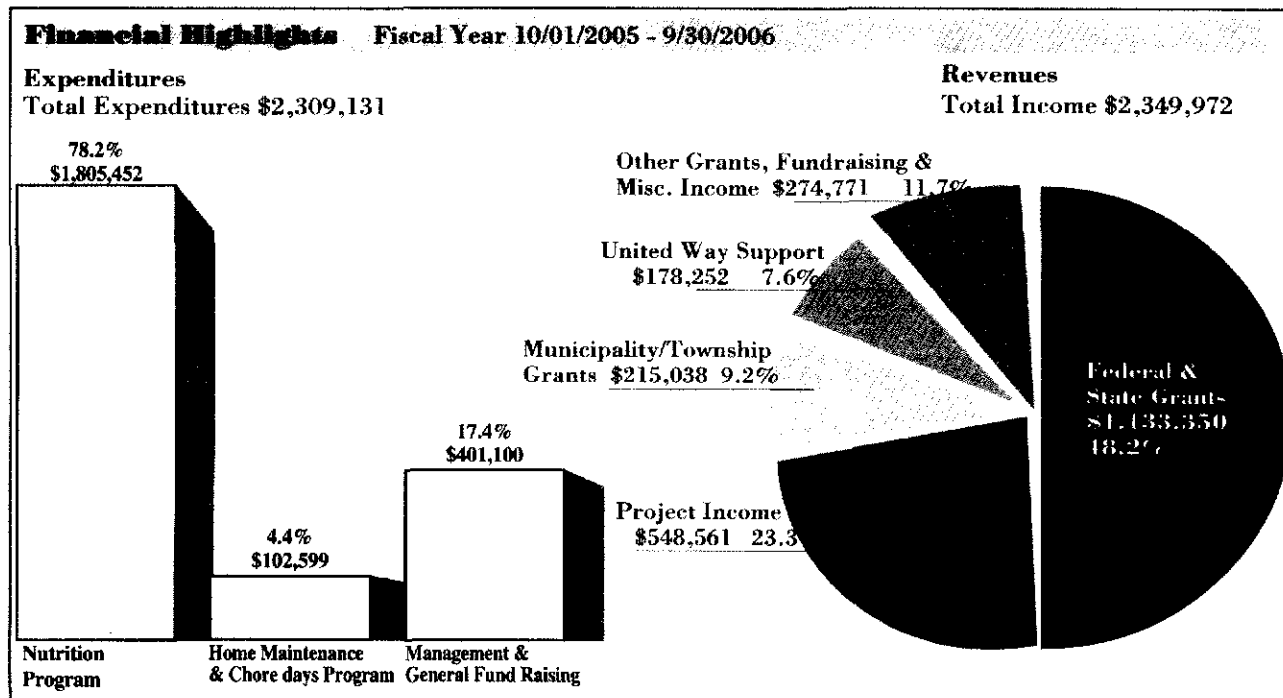
<i>Program Assumptions</i>	Homebound Meals	<i>Program Assumptions</i>	Home Maintenance
Est. # of 2007 Meals	11,385	Est. 2007 Repair Hours	9
Cost per Meal (\$7.21)	<u>x \$ 1.29 (18%)</u>	\$/Labor Hour (\$119/Hr.)	<u>x \$59 (49.5%)</u>
Total	\$ 14, 686	Total	\$ 531

The DPSSC staffs a congregate meal site at Our Savior Lutheran Church at 1244 Army Trail Rd. and serves on average 11,385 meals annually to both Carol Stream and area seniors. Below is a funding history that details the total funding approved by the Village Board of Trustees over the last 5 years.

Program Statistics	2000	2001	2002	2003	2004
<i>Congregate Meals - O.S. Lutheran</i>					
Nutritional Meals Served	6,502	8,219	7,974	8,352	8,408
Village Funding- Nutritional Meals	\$ 3, 511.00	\$ 4, 648.83	\$ 4,066.00	\$ 7,433.28	\$ 8,408.00
<i>Home Maintenance Program</i>					
Home Maintenance Hours	26	14	22	13.5	18
Home Maint. Program Funding	\$ 1,200	\$ 560	\$ 880	\$ 540	\$ 720
Total Village Funding	\$ 4,711.00	\$ 5,208.83	\$ 4,946.00	\$ 7,973.28	\$ 8,408.00
% Funding Increase		+ 9.5%	- 5.3%	+ 37%	+ 12.6%

In December of 2005 and then again in January of 2006 with a change in the agency's Executive Director, I, at the advisement of the Village Manager drafted a letter informing them that due to tight budgets and limited financial resources in the general corporate fund the Village has capped funding assistance for these program at \$8,410 a year. The DuPage Senior Citizens Council has experienced funding reductions

from both the State (IL. Dept. on Aging) as well as the Federal Government (Health, Education & Welfare) over the past several years which has significantly increased their reliance on local funding sources to reduce those unanticipated funding shortfalls. One issue the Village Manager has addressed with the current Executive Director is the limited role that township government plays in helping fund these important senior assistance programs. The current Executive Director, Mr. Greg Weider has assured the Village and their other municipal funding partners of his willingness to work with the agency Board of Directors to outline an effort to expand township government's funding role in the near future. Below is a graphic summary of the agency's funding structure from their most recently published FY05-06 annual report.



I have asked the agency's Executive Director, Greg Weider to be in attendance at the upcoming March 19th Village Board meeting to present in person his agency's request and to answer any questions the Village Board may have regarding the agency's service mission to Carol Stream seniors.



DUPAGE SENIOR CITIZENS COUNCIL

January 31, 2007

Mr. Joseph Breinig
Village Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

Dear Mr. Breinig,

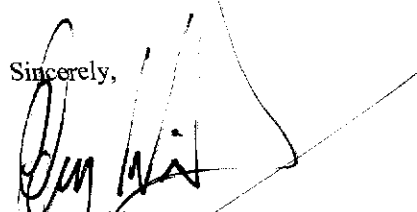
On behalf of the DuPage Senior Citizens Council (DSSC), I thank you for your partnership and support as we provide programs that help seniors maintain their best possible health, lessen the fear of isolation, and ensure a safe, functional, and healthy environment. DSSC is requesting funding from the Village of Carol Stream to help meet the expense of operating its Senior Nutrition and Home Maintenance Programs. The continued growth of these programs clearly demonstrates that seniors need a reliable source they can turn to for assistance. We are asking the Village of Carol Stream to support these programs and contribute \$15,218 toward the expense of serving its senior residents during the 2007-2008 fiscal year.

In FY '07, it will cost the DSSC Senior Nutrition Program \$7.21 to serve a meal to a needy senior. Funds from other sources cover \$4.43 per meal. However, we must raise the additional \$2.78 per meal from the meal participant and through other donations. Since many of these meals are served to seniors who are low-income, we anticipate that the average meal contribution will be about \$1.49 per meal. Senior residents of the Village of Carol Stream received a total of 11,385 meals during the past 12 months. At \$7.21 per meal it will cost the DSSC \$82,085 to provide these meals in FY '07. We are requesting a contribution of \$14,687 to help close the gap of providing meals to Carol Stream seniors.

In FY '07, it will cost DSSC \$119 an hour to provide Home Maintenance service to senior homeowners. Funds from other sources cover \$20 per hour. We receive about \$40 per hour in program income from the senior homeowners. The total from these sources is \$60 per hour, which still leaves a cost-gap of \$59 per hour. We continue to seek other sources of funding to help reduce this expense. DSSC has provided 9 hours of Home Maintenance service to Carol Stream seniors during the past 12 months. We are requesting \$531 to close the cost gap of the program.

We appreciate your consideration of this request for support of \$15,218 for these important programs in your new fiscal budget. Your community's support is vital in our efforts to help seniors remain in their homes in a manner that promotes health, safety, independence and dignity. Should you need any additional information, please contact me at (630) 620-0804. We look forward to your response.

Sincerely,



Greg Weider
Executive Director

Cc: Mayor Ross Ferraro
Laura deBruin, DSSC Board

**DuPage Senior Citizens Council's
Proposal for Senior Nutrition & Home Maintenance Programs
to the Village of Carol Stream**

Mission Statement

The DuPage Senior Citizens Council initiates, delivers, monitors, and coordinates services, which promote the ability of older persons to live their lives in dignity.

Executive Summary

DuPage Senior Citizens Council (DSCC) is a community-based, not-for-profit agency that is devoted to enriching senior life. Since 1975, DSCC has offered many programs and services to help ensure that DuPage County adults age 60 and over, have the best possible physical and mental health, as well as, suitable housing.

Since 1983 DSCC has operated its Senior Nutrition Program from 18 nutrition sites throughout DuPage County. DSCC distributes more than 305,000 meals a year to over 3,100 seniors thanks to our donors and volunteers. We provide 300 nutritionally balanced meals to seniors on a daily basis through the *Community Dining Program*. In the *Home Delivered Meals Program* over 1,000 meals are served daily to frail homebound seniors by caring volunteers who not only deliver the meals but also check on their well being, alerting staff to any observed health changes.

In 1990 DSCC created the Home Maintenance Program to provide home maintenance services to seniors. The *Minor Home Repair Program* supplies competent, reasonably priced service technicians to handle minor home repairs. In our *Senior Home Inspection Program (SHIP)*, we inspect seniors' homes and install any needed upgrades to make it suitable for senior living. All of our service technicians are pre-screened, qualified and supervised. To help seniors with larger repair jobs, DSCC offers a *Contractor Referral Program* that provides pre-screened, outside contractors who can do the work, often at a discounted rate.

The programs offered by DSCC strive preserve the independence of seniors by helping them to avoid premature institutionalization, maintain their best possible health, and lessen their fear of isolation. We provide seniors with the assistance they need so that they may continue to live in a safe, functional, and healthy environment.

Community Need

DuPage County has experienced significant increases in its senior population. Many older people need assistance in order to maintain their health and independence. This is particularly true for those seniors who are frail, have limited income, and whose family now lives elsewhere. The DSCC Senior Nutrition and Home Maintenance Programs address these needs by providing seniors the assistance they need in order to remain a part of the community many have lived in for their entire life.

DSCC is requesting funding from the Village Carol Stream to help meet the expense of operating its Senior Nutrition and Home Maintenance Programs. The continued growth of these programs clearly demonstrates that seniors need a reliable source they can turn to for assistance. If DSCC did not operate these programs, each community would either be unable to assist their seniors or they would need to replicate and fund a similar program on their own. By supporting our program, municipalities have these valuable services available for their residents for a fraction of the cost.

Service Provided to Carol Stream Seniors

During the last fiscal year, 3,319 senior residents of DuPage County consumed a total of 305,841 DSCC provided meals. Sixty-nine Carol Stream seniors benefited from the DSCC Senior Nutrition Program receiving 11,385 well-balanced meals. Another component to the Senior Nutrition Program is the wellness check performed by our meal delivery volunteers. This service ensures that a community's most fragile elderly are seen and tended to in case of an emergency. Our volunteers are trained to watch for signs of problems and how to respond if they find a senior in distress.

DSCC also assisted 11 of your senior homeowners through our Home Maintenance Program. Our service staff took care of 10 different home maintenance projects in Carol Stream. This included installation of safety equipment, assessments, referrals, and minor repairs. Proper home maintenance helps keep the value of these homes comparable to neighboring homes, thereby keeping the value of neighboring homes as high as possible.

Objective

DSCC is striving to meet several important objectives through its programs. It has been a long-standing priority of DSCC to serve all DuPage seniors who need our services. All of our programs help seniors maintain their best possible health, lessen the isolation and fear experienced by many elderly, and ensure a safe, functional, and healthy living environment. These programs serve a double purpose: they simultaneously benefit seniors who require assistance, while benefiting your community's infrastructure.

Program Cost

In FY 2007 it will cost DSCC \$2,426,377 to operate its various programs. While a significant portion of the cost is currently covered in part by client payments, Federal/State grants and the United Way, the remaining funding for meetings the costs of the program must be raised from other sources such as corporations, foundations, individuals, townships, and municipalities.

Request

DSCC is requesting that the Village of Carol Stream support our work and contribute towards the cost of the Senior Nutrition and the Home Maintenance Programs that are being provided in your community.

In FY '07, it will cost the DSCC Senior Nutrition Program \$7.21 to serve a meal to a needy senior. Funds from other sources cover \$4.43 per meal. However, we must raise the additional \$2.78 per meal from the meal participant and through other donations. Since many of these meals are served to seniors who are low-income, we anticipate that the average meal contribution will be about \$1.49 per meal. Senior residents of the Village of Carol Stream received a total of 11,385 meals during the past 12 months. At \$7.21 per meal it will cost the DSCC \$82,085 to provide these meals in FY '07. We are requesting a contribution of \$14,687 to help close the gap of providing meals to Carol Stream seniors.

In FY '07, it will cost DSCC \$119 an hour to provide Home Maintenance service to senior homeowners. Funds from other sources cover \$20 per hour. We receive about \$40 per hour in program income from the senior homeowners. The total from these sources is \$60 per hour, which still leaves a cost-gap of \$59 per hour. We continue to seek other sources of funding to help reduce this expense. DSCC has provided 9 hours of Home Maintenance service to Carol Stream seniors during the past 12 months. We are requesting \$531 to close the cost gap of the program.

We appreciate your past support and consideration of this request for \$15,218 for these important programs in your new fiscal budget. Your community's support is vital in our efforts to help seniors remain in their homes in a manner that promotes health, safety, independence and dignity.



Village of Carol Stream

ROSS FERRARO, MAYOR • JANICE KOESTER, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

January 26, 2006

Mr. Greg Weider
Executive Director
DuPage Senior Citizens Council
1919 S. Highland
Bldg A • Suite 210
Lombard, IL. 60148

RE: 2006 Funding Share Request – Village of Carol Stream

Dear Mr. Weider:

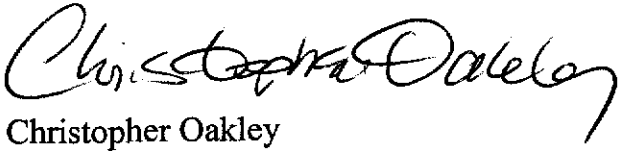
On January 17th, the Mayor and the Village Board discussed at length your agency's 2006 funding assistance request. During the discussion, the Mayor and the Village Board reaffirmed their overwhelming support for your agency's service to area senior citizens yet recognized their ability to offer limited financial support given the Village's fiscal condition. The Village is one of a handful of Illinois communities that does not levy a local property tax levy to fund operations and faced with possible budget deficits in the near term, the Board responsibly reaffirmed their decision to cap their funding assistance to \$8,410, that amount that was budgeted in 2004 and 2005. As was detailed in the Dec. 3, 2004 letter to former agency Director, Mr. Ayala, the Village Board and staff are willing to support any reasonable local fundraising efforts to shore up your program's outreach to Carol Stream seniors.

One obstacle the Village's faces in budgeting support for your agency's annual program effort is that the Village's fiscal year begins May 1st and the budget is typically published sometime in February, 10 months prior to the time when your agency traditionally submits its request for funding assistance. The Village Board approved support for your agency's 2006 program effort in April 2005. It would be helpful if future year's funding requests could coincide with our budget calendar for which expenditure projections for a May 1st fiscal year are sought the prior November

Another concern the Village Board expressed with regards to your agency's effort to secure program funding support from other local governments is the limited funding assistance sought from township governments whose senior population is significant. In 2005, your agency projected serving 65,830 meals to Addison township residents for a funding request of \$2,000 which amounts to approximately 3¢/ meal. The Village believes that your agency should seek parity between requests to townships as well as municipal government.

Should you need to discuss this matter with me, contact me by phone at (630) 871-6250 or by e-mail at coakley@carolstream.org

Sincerely,

A handwritten signature in black ink that reads "Christopher Oakley". The signature is written in a cursive style with a large initial "C" and a long, sweeping underline.

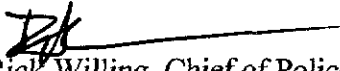
Christopher Oakley
Asst. to the Village Manager

c: Joseph E. Breinig, Village Manager
Stan Helgerson, Dir. of Finance
File copy

G-2 3-19-07

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND APPROVED BY: 
Rick Willing, Chief of Police

FROM: Lieutenant Kevin Orr *ko*

DATE: March 9, 2007

RE: **Pre-approval to purchase police squad cars**

For the proposed 2007-2008 Fiscal Year budget, the department has identified a need to replace six FORD *Crown Victoria Police Interceptor* police patrol vehicles.

This is consistent with our vehicle replacement plan that systematically identifies vehicles that are reaching their optimum service life during the next fiscal year. These vehicles are either scheduled to be transferred to other village departments or units or auctioned, if they have no viable utility to the village.

I recently received the State of Illinois bid for vehicles. The Ford *Crown Victoria Police Interceptor* is one of the state bids for the full-size police patrol vehicles. We have utilized this model of vehicle in patrol for over ten years. It is dependable and large enough to accommodate the officers, electronic equipment and police equipment that each squad must contain. The state bid vendor is Landmark Ford, 2401 Prairie Crossing Drive, Springfield, Illinois.

I am requesting pre-approval from the Village Board to order the six patrol vehicles prior to the production order cutoff date of March 21, 2007. These vehicles would not be delivered or paid for prior to May 1, 2007. I am also requesting that the Village Board waive the bidding process for this purchase because it will be made under the State bid price

The total cost for the six FORD *Crown Victoria Police Interceptor* police patrol vehicles is \$123,528.00. This total does not exceed the proposed budgeted amount for the vehicles.

2007 Ford Crown Victoria Police Interceptor 6 (Six)

Standard Package \$ 19,327.00

Color – Exterior Vibrant White
Color – Interior Charcoal Black

Additional Charges

Delivery	150.00
Delete rear window switches and Rear locks inoperable	50.00
Engine Block Heater	35.00
Silicone Hoses	319.00
Side air bags	271.00
Traction control	166.00
Trunk Pack Kevlar	179.00
Sound Off dome light	94.00
Power adjustable pedals	117.00

Deletions

Cruise Control	-120.00
Total Each Unit	\$ 20,588.00

SIX SQUAD CARS

Total Cost : \$123,528.00

ORDINANCE NO. _____

**APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAN AND SPECIAL USE
FOR DRIVE-UP SERVICE WINDOW
(SE CORNER OF GARY AVENUE & LIES ROAD)**

WHEREAS, G. B. Illinois 2 LLC, represented by Peter C. Bazos, has requested approval of a Final Planned Unit Development Plan in accordance with Section 16-16-4 of the Carol Stream Zoning Code, and a Special Use for Drive-Up Service Window in accordance with Section 16-9-3(C)(12) of the Carol Stream Zoning Code, in the B-2 General Retail District; and

WHEREAS, pursuant to proper legal notice, on March 12, 2007, the Combined Plan Commission/Zoning Board of Appeals considered the requests for the Final Planned Unit Development Plan and special use and have determined that the requests would not pose a negative effect on property values in the area nor would the requests be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the approval of the Final Planned Unit Development (PUD) Plan and the granting of the special use for a CVS Pharmacy with a Drive-Up Service Window would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village, provided certain conditions are met.

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

SECTION 1: That the property legally described in Section 1 of this Ordinance, commonly known as the southeast corner of Gary Avenue and Lies Road, be granted approval of the Final Planned Unit Development Plan for proposed Lot 1, and a Special

Use for a CVS Pharmacy with a Drive-Up Service Window, as shown on the attached Exterior Elevation Drawing (Exhibit A, dated 3/2/07), Final PUD Site Plan (Exhibit B, dated 2/27/07), and Final Landscape Plan (Exhibit C, dated 3/1/07), subject to the following conditions:

1. That CVS shall provide documentation to demonstrate a construction easement and cross-access easement for the Lies Road access.
2. That the stormwater management areas shall require approval from the Engineering Services Department.
3. That the Gary Avenue / Lies Road pedestrian improvements shall be approved as required by the DuPage County Division of Transportation.
4. That the access drive to Gary Avenue shall require approval from the DuPage County Division of Transportation.
5. That a 15-foot public path easement be dedicated to the Village on a plat of subdivision or a separate easement plat.
6. That the parking lot lighting shall match the *Fountains at Town Center* project.
7. That all truck traffic having to do with deliveries and dumpster service occur only while the drive-through pharmacy windows are closed for business.
8. That the landscaping along Lies Road and Gary Avenue should be a hardy, salt tolerant variety to avoid winter die-off.
9. That the trees along the Gary Avenue frontage shall be of a minimum 3½-inch caliper.
10. That cobble boulders shall be provided in the parking lot islands.
11. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis.
12. That the parking stalls shall be striped in accordance with the Village's looped striping requirements.
13. That all rooftop equipment shall be completely screened from view in all directions.
14. That all ground mounted mechanical equipment shall be screened from view from surrounding public streets.
15. That all grand opening signage must meet the standards of the Sign Code.

16. That separate building permits are required for all trash enclosures and signs.
17. That a bike rack be provided.
18. That the development of the site and buildings will comply with all state, county and Village Codes and requirements.

LEGAL DESCRIPTION:

Lot 1 in I.P. Development, being a subdivision of part of the Northeast Quarter of Section 29, Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 26, 1997 as Document R97-199889, in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

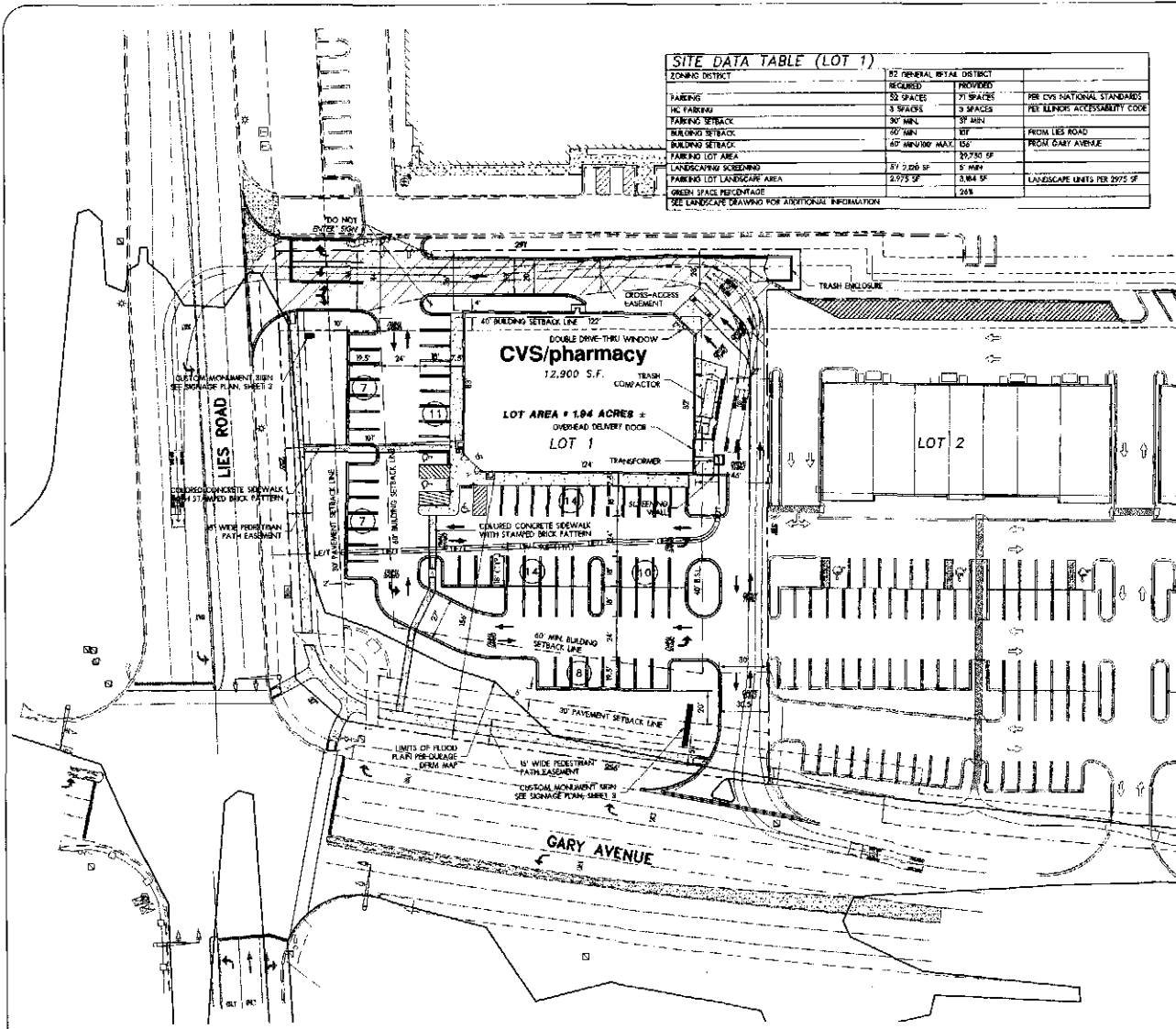
I, _____, being the owner or other party of interest of the
property

(please print)

legally described within this Ordinance, having read a copy of the Ordinance, do
hereby accept, concur and agree to develop and use the subject property in
accordance with the terms of this Ordinance.

(Date)

(signature)



ZONING DISTRICT	07 GENERAL B-1(4) DISTRICT	REQUIRED	PROVIDED	PER CVS NATIONAL STANDARDS
PARKING	52 SPACES	51 SPACES	51 SPACES	PER CVS NATIONAL STANDARDS
HC PARKING	3 SPACES	3 SPACES	3 SPACES	PER ILLINOIS ACCESSIBILITY CODE
PARKING SETBACK	30' MIN.	30' MIN.	30' MIN.	
TRUCKING SETBACK	75' MIN.	80'	80'	
BUILDING SETBACK	40' MIN/50' MAX.	150'	150'	FROM GARY AVENUE
PARKING LOT AREA		25,750 SF	25,750 SF	
LANDSCAPING SCREENING	37' 2.00 SF	3' MIN.	3' MIN.	
PARKING LOT LANDSCAPE AREA	2,775 SF	3,884 SF	3,884 SF	LANDSCAPE UNITS PER 2075 SF
GREEN SPACE REQUIREMENT		20%	20%	

SEE LANDSCAPE DRAWING FOR ADDITIONAL INFORMATION

GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS, CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCE TO THE COORDINATES TO EACH PROPERTY LINE. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
2. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDER DIMENSIONS, VENTILATION AND TRUCK DOCK DETAILS.
3. ALL ANGLES FOR ROADWAY, PARKING LOT AND BUILDING LOCATION ARE 90 UNLESS NOTED OTHERWISE.
4. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
5. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
6. ALL CURB AND GUTTER IS THE B-612 UNLESS NOTED OTHERWISE. REFER TO THE SPECIFICATIONS FOR CURB DETAILS.

LEGEND

- PROPERTY LINE
- - - PROPOSED LOT LINE
- - - EXISTING RIGHT-OF-WAY
- - - PROPOSED RIGHT-OF-WAY
- - - PROPOSED SETBACK LINE
- - - EXISTING SETBACK LINE
- - - PROPOSED FENCE
- ▭ CONCRETE PAVEMENT
- ▨ PROPOSED CONCRETE CURB AND GUTTER
- ▩ EXISTING CONCRETE CURB AND GUTTER
- ▧ PROPOSED STEPPING
- ▦ EXISTING STEPPING
- NUMBER OF PROPOSED PARKING SPACES PARTIALLY YELLOW STRIPES
- PROPOSED MANICURED PARKING SYMBOLS
- PROPOSED SIGN
- EXISTING SIGN
- EXISTING SIGNAL CONTROLLER
- EXISTING TRAFFIC SIGNAL MAST ARM

EXEMPTIONS FROM ZONING CODE

1. AN EXEMPTION WILL BE REQUIRED FOR THE CORNER OF THE DRIVE/TURN CANTY TO BE BROUGHT UP INTO THE 40' REAR YARD BUILDING SETBACK ON THE EAST SIDE OF THE SITE.
2. AN EXEMPTION FROM THE REQUIRED 100' MAXIMUM BUILDING SETBACK ON GARY AVENUE TO THE PROPOSED 50' SETBACK REQUIRED.
3. AN EXEMPTION WILL BE REQUIRED FOR THE TRASH ENCLOSURE TO BE BROUGHT UP INTO THE 40' REAR YARD SETBACK ON THE EAST SIDE OF THE SITE. THIS VARIANCE, IF GRANTED, WILL ALLOW THE TRASH ENCLOSURE TO BE LOCATED EAST OF THE BUILDING IN ACCORDANCE WITH THE GARY AVENUE CORNER OVERLAY DISTRICT REQUIREMENTS.

ARC DESIGN RESOURCES INC.
 CIVIL & ENGINEERING LAND SURVEYING
 107 S. BRIVILLE ROAD
 BLOOMING, ILLINOIS 61810
 PHONE: (815) 484-4300
 FAX: (815) 484-4302
 WWW: www.arc-inc.com
 Email: info@arc-inc.com

CVS/pharmacy
 CAROL STREAM, IL
 STORE NO. 75341

CONSULTANTS

SCALE / SIGNATURE

ISSUED FOR	DATE
FINAL REVIEW	09/04
DESIGN COORDINATION	09/04
FINAL REVIEW	09/04
FINAL REVIEW	09/04

REVISIONS	DATE
1. WORKSET SIGN AT	09/04
CAR AVENUE	
2. WELAR COMMENTS	09/04

DRAWN: MMS
 CHECKED: MMS
 ENL: MMS
 PROJECT NUMBER

05166
 SHEET TITLE
FINAL PUD SITE PLAN

SHEET NUMBER
1 of 1

Not For Construction
EXHIBIT

CONTRACT 2006
 g:\projects\050506\new\final pud site plan\final pud site plan.dwg plotted by Matthew Trollope on 05/23/07 8:48 AM, PLOT scale 4:11

H-2 3-19-07

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A GOVERNMENTAL USE AND A VARIATION FOR OUTDOOR OPERATIONS
(CAROL STREAM PARK DISTRICT, WEST SIDE OF KUHN ROAD, NORTH OF
NORTH AVENUE)**

WHEREAS, the Carol Stream Park District, represented by Dennis Ulrey, has requested a special use in accordance with Sections 16-9-2(C)(3) and 16-9-3(C)(1) of the Carol Stream Zoning Code to allow a Park District maintenance facility and a Variation in accordance with Section 16-9-1(C) of the Carol Stream Zoning Code to allow outdoor operations as part of the maintenance facility in the B-2 General Retail District; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper notice, held a public hearing on March 12, 2007, concerning this request and has recommended that the special use and variation be granted; and

WHEREAS, the Corporate Authorities find that granting the special use and variation would not be inconsistent with surrounding uses, nor would it be contrary to the intent of the Zoning Code of the Village of Carol Stream provided certain conditions are met.

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

SECTION 1: That the property legally described in Section 1 of this Ordinance, commonly known as the west side of Kuhn Road, north of North Avenue, be granted a Special Use Permit to allow a Park District maintenance facility and a variation to allow outdoor operations ancillary to the maintenance facility, as shown on the

attached Preliminary Engineering Plan (Exhibit A, dated 1/24/07), Landscape Plan (Exhibit B, dated 1/23/07), and Exterior Elevation Drawing (Exhibit C, dated 1/04/07), subject to the following conditions:

1. That the Carol Stream Park District shall finalize the purchase of the property from the Illinois Department of Transportation prior to issuance of a building permit.
2. That the Park District shall provide a cross-access easement agreement that allows Park District and Village access along the entire length of the entrance drive from Kuhn Road and assigns maintenance responsibilities.
3. That the paving of the entrance drive from Kuhn Road shall be completed to the satisfaction of the Village Engineer.
4. That the storm water management areas shall require approval from the Engineering Services Department.
5. That the building shall be constructed with 100% masonry on the south and east sides of the building, as shown on the Exterior Elevation drawing attached as Exhibit C.
6. That the storage area shall be completely enclosed by a chain-link fence with privacy slats.
7. That all proposed landscape materials shown on the landscape plan attached as Exhibit B shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis.
8. That the existing tree lines and undergrowth along the north property line and along Klein Creek to the east shall be preserved.
9. That all of the Park District vehicles and equipment shall be parked and stored within the maintenance building or fenced storage area, and that the gates to the storage area shall be closed at all times except when vehicles or equipment are actively being brought in or out of the storage area.
10. That the parking stalls shall be striped in accordance with the Village's looped striping requirements.
11. That the development of the site and buildings will comply with all state, county and Village Codes and requirements.

LEGAL DESCRIPTION:

That part of the southerly 248.16 feet of the Northwest Quarter of Section 31, Township 40 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or

such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code.

PASSED AND APPROVED THIS 19th DAY OF MARCH 2007.

AYES:

NAYS:

ABSTAIN:

Ross Ferraro, Mayor

ATTEST:

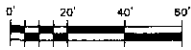
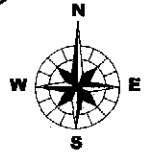
Janice Koester, Village Clerk

I, _____, being the owner or other party of interest of the
(please print)

property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

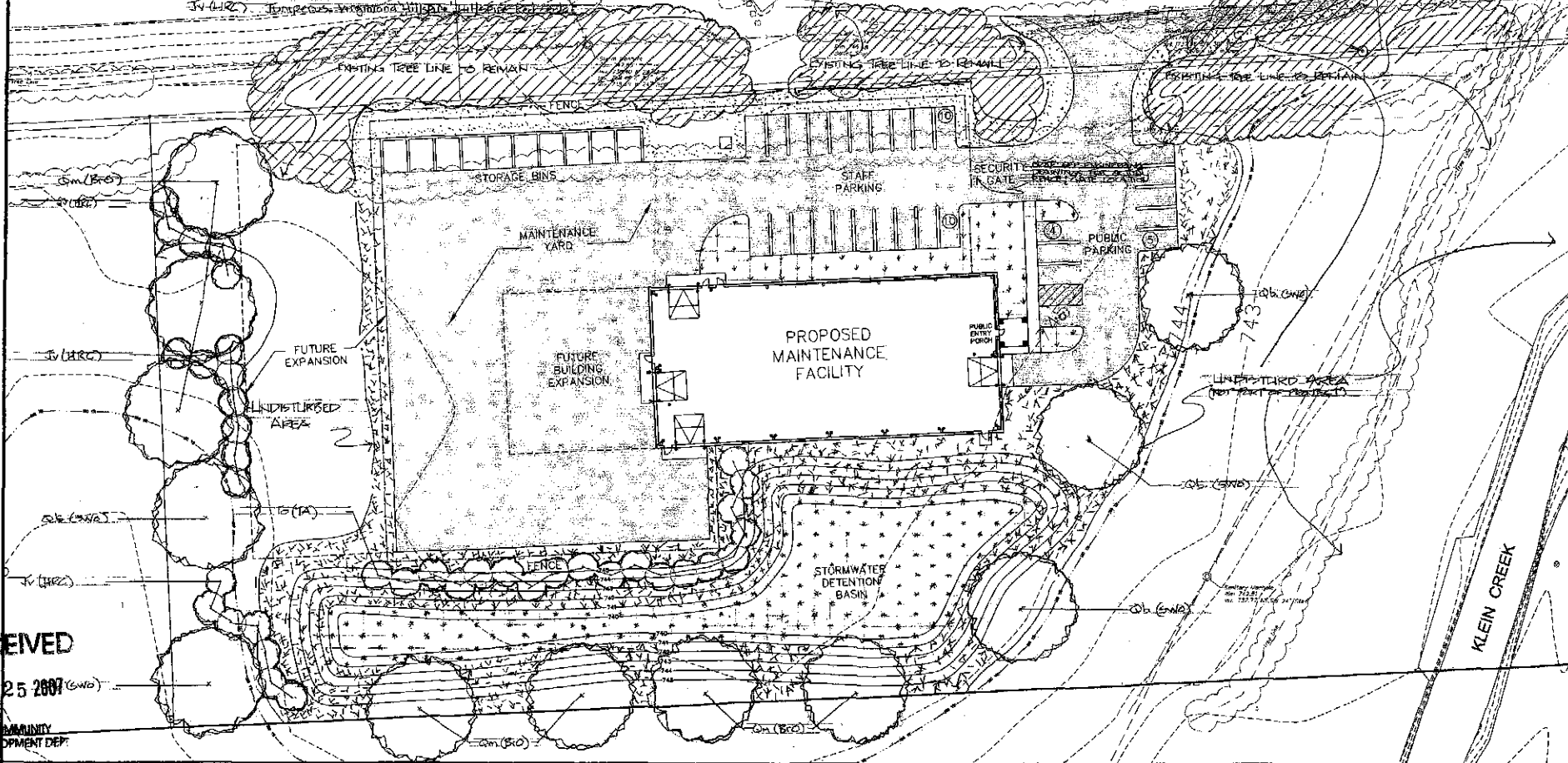
(Date)

(signature)



THE GRADE AND VEGETATION WITHIN THE PROPOSED FACILITY SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE. THE PROPOSED FACILITY SHALL BE DESIGNED TO PRESERVE AND ENHANCE THE EXISTING VEGETATION AND TO PROVIDE A LANDSCAPE THAT IS AESTHETIC AND FUNCTIONAL. THE PROPOSED FACILITY SHALL BE DESIGNED TO PRESERVE AND ENHANCE THE EXISTING VEGETATION AND TO PROVIDE A LANDSCAPE THAT IS AESTHETIC AND FUNCTIONAL.

1. (1) - Thuja occidentalis 'Techny' (TINY ARBORVITAE)
 Qb (SW) - Quercus bicolor (SWAMP WHITE OAK)
 Sm (Br) - Salix nigra (BLACK CHERRY)
 Jv (Hr) - Juniperus horizontalis (SPREADER)



RECEIVED

JAN 25 2007 (SW)

COMMUNITY DEVELOPMENT DEPT



CHRISTOPHER B. BURKE ENGINEERING WEST, LTD.
 118 West Main Street, Suite 201
 St. Charles, Illinois 60174
 (630) 443-7755

CLIENT: **CAROL STREAM PARK DISTRICT**
 391 ILLINI DRIVE
 CAROL STREAM, ILLINOIS 60188
 (630) 784-8100

DESIGN	JBP	DATE	1/19/07
OWN	SPD	DATE	1/19/07
CHKD	JBP	DATE	1/19/07
SCALE	1" = 30'		
FILE NAME	05-070-LP.DWG		

TITLE: **CAROL STREAM MAINTENANCE FACILITY**
LANDSCAPE PLAN

PROJECT NO. 04-09
 DATE: 1/19/07
 SHEET: 1 OF 1
 DRAWING NO. LP1

NOT FOR CONSTRUCTION

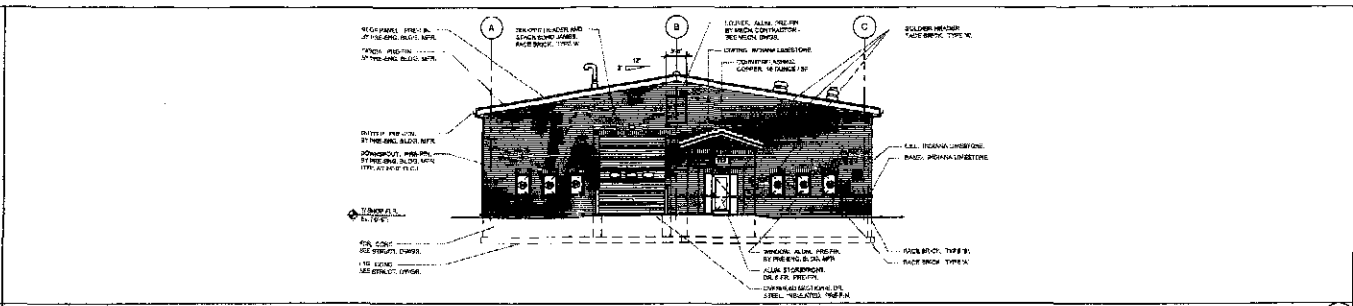
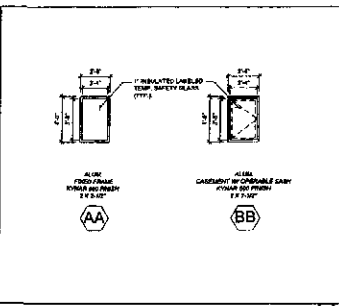
CAROL STREAM PARK DISTRICT
 MAINTENANCE FACILITY
 KUHN ROAD AT NORTH AVENUE
 CAROL STREAM, IL 60188

DATE	2/20/07
BY	J. WILLIAMS
CHECKED	J. WILLIAMS
SCALE	AS SHOWN

WILLIAMS ARCHITECTS
 ARCHITECTS PLANNERS
 1000 N. WILSON AVENUE, SUITE 100
 CAROL STREAM, IL 60188
 TEL: 708.399.1100
 FAX: 708.399.1101

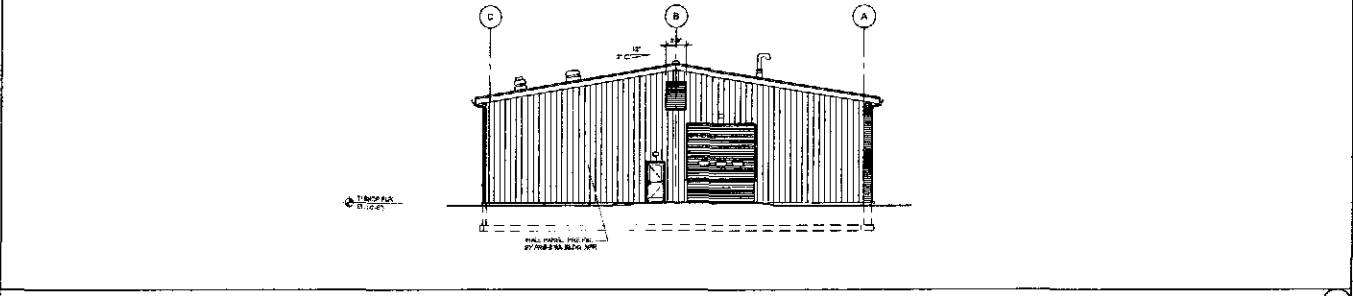
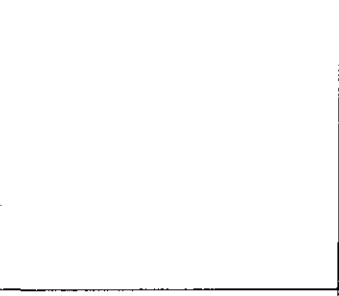


A4.1

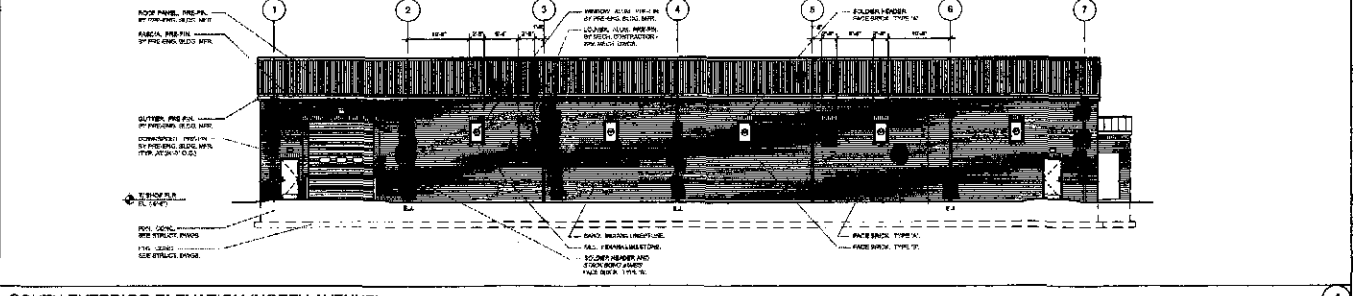
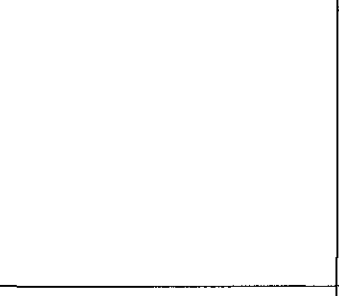


WINDOW TYPES SCALE: 1/4\"/>

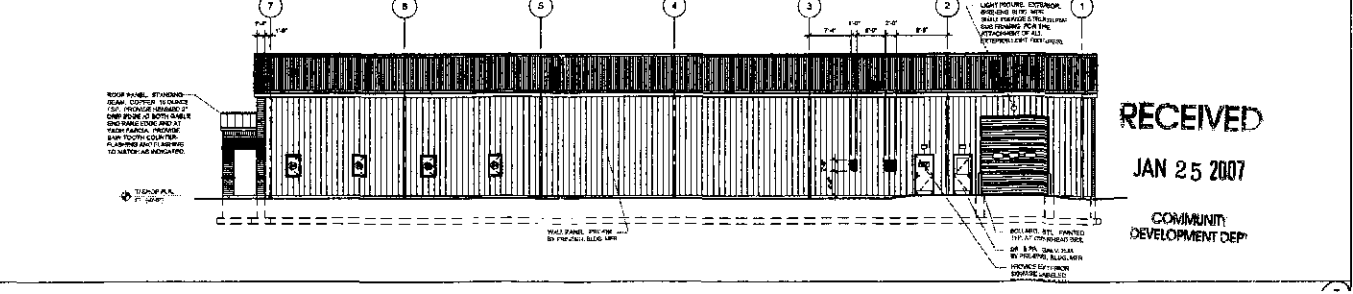
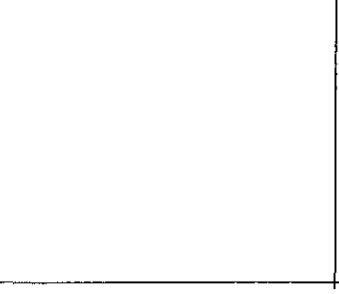
EAST EXTERIOR ELEVATION (KUHN ROAD) SCALE: 1/4\"/>



WEST EXTERIOR ELEVATION SCALE: 1/4\"/>



SOUTH EXTERIOR ELEVATION (NORTH AVENUE) SCALE: 1/4\"/>



RECEIVED
 JAN 25 2007
 COMMUNITY DEVELOPMENT DEPT.

4-3 3-19-07

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A REAR YARD SETBACK VARIATION AND A
PAVEMENT SETBACK VARIATION
(135 N. GARY AVENUE)**

WHEREAS, Alan Marks, President, Midwest Development and Investment Corporation, representing NAPA Auto Parts, is requesting a variation in accordance with Section 16-9-4(G) of the Carol Stream Zoning Code to allow a rear yard setback of 11 feet rather than the standard 40 feet, and a variation for a pavement setback along Gary Avenue of 16 feet rather than the standard 30 feet in accordance in Section 16-5-6(J) of the Carol Stream Zoning Code;

WHEREAS, pursuant to proper notice, the Combined Plan Commission/Zoning Board of Appeals, at its public hearing on March 12, 2007, reviewed this request for variations for rear yard and pavement setbacks and have submitted their findings to the corporate authorities; and

WHEREAS, the Combined Board has filed its minutes regarding its recommendation of approval for this request with the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village have determined that approval of the rear yard and pavement setback variations would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village.

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

SECTION 1: That the property legally described in Section 1 of the Ordinance, commonly known as 135 N. Gary Avenue, be granted approval of a variation to allow a Rear Yard Setback Variation of 11 feet rather than the standard 40 feet and a

Pavement Setback Variation along Gary Avenue of 16 feet rather than the standard 30 feet, provided the following conditions are met:

1. A building permit shall not be issued for the property until Village staff confirms that appropriate and adequate responses have been received from the CarQuest and Fannie May owners regarding the interconnection of their properties to the NAPA property if they so wish.
2. That separate building permits are required for all trash enclosures and signs.
3. The trash enclosure shall be constructed of masonry material to match the building, and shall block the view of the interior of the enclosure from Gary Avenue.
4. Only channel letter signs, and not box signs, shall be permitted.
5. All rooftop equipment shall be completely screened from view in all directions.
6. All ground-mounted mechanical equipment shall be screened from view from Gary Avenue.
7. All landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species as indicated on the approved landscape plan on an annual basis.
8. All off-street parking spaces must be striped in accordance with the Village's looped striping requirements.
9. The development of the sites and buildings will comply with all state, county and Village Codes and requirements.

LEGAL DESCRIPTION:

Lot 2 in Lighting Direct Resubdivision, being a Resubdivision of Lot 2 in Nardi Group Property per Document R98-245819, being a Resubdivision in the east half of Section 32, Township 40 North, Range 10, East of the Third Principal meridian according to said Plat of Lighting Direct Resubdivision, recorded June 16, 2006 as Document R2006-114241, in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this

Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

I, _____, being the owner or other party of interest of the property

(please print)

legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

(Date)

(signature)

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIATIONS FROM SECTION 16-13-2(G) FOR
PARKING SPACE LANDBANKING
(FIC AMERICA CORPORATION - 485 E. LIES ROAD)**

WHEREAS, Bill Cannon of Takenaka Corporation, representing FIC America Corporation, located at 485 E. Lies Road, has requested variations in accordance with Section 16-13-2(G) of the Carol Stream Zoning Code (amending Ordinance 98-08-59) to allow landbanking of 22 of the 361 required parking spaces on-site as greenspace, and a parking reconfiguration to create an additional 14 spaces, in the I-Industrial District; and

WHEREAS, there is sufficient land on this property to provide the required parking spaces, but due to the nature of the business conducted at this location, the owner feels that the total number of parking spaces is not necessary at this time; and

WHEREAS, the owner of the property has agreed to install the total number of required parking spaces if deemed necessary in the future, and will "land bank" an area of sufficient size to accommodate the required number of parking spaces; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper legal notice, held a public hearing on March 12, 2007, concerning this request, and the motion to recommend approval subject to conditions did not pass (3-3); and

WHEREAS, the Combined Board has filed its minutes with the Corporate Authorities regarding failed motion to recommend approval of these variations subject to conditions; and

WHEREAS, the Corporate Authorities find that granting of these variations would not be inconsistent with surrounding uses, nor would it be contrary to the intent of the Zoning Ordinance of the Village of Carol Stream.

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

SECTION 1: That the property legally described below, commonly known as 485 E. Lies Road, be granted a variations from Section 16-13-2(G) of the Carol Stream Zoning code in order to allow landbanking of 22 of the 361 required parking spaces on site as greenspace, and a parking reconfiguration to create an additional 14 spaces, in the I-Industrial District provided the following conditions are met:

1. The applicant shall provide a minimum of 325 parking spaces on the property, shall landbank no fewer than 22 parking spaces, and shall allow for the future reconfiguration of the parking lot to provide a reserve of an additional 14 spaces, all as identified in the attached Exhibit A.
2. No outdoor storage shall be permitted unless approved as a special use by the Village Board.
3. Curbed islands shall be provided to delineate the truck dock and truck staging area from the parking spaces.
4. At the time of any future alteration or addition to the existing building, the property owner must either install all required parking for the entire building on the site, or apply for a reconfirmation of the landbanking variance to allow review of the new employment numbers.
5. If deemed necessary by the Village, the landbanked and reserved parking spaces shall be installed by the property owner at his expense as shown on the attached Exhibit A. The total number of spaces on the site, including the landbanked and reserved spaces, shall be 361. The installation of the additional spaces shall take place within 30 days after the date of written notice from the Village. If the notice is given after October 1st, the work must be completed before June 1st of the next year.
6. All off-street parking spaces must be striped in accordance with the Village's looped striping requirements.

LEGAL DESCRIPTION

Lots 1 through 14 (both inclusive) in the Carol Point Business Center, being a subdivision of parts of the southeast quarter of Section 20, and the northeast quarter of Section 29, and the northwest quarter of Section 28, Township 40 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

I, _____, being the owner or other party of interest of the property

(please print)

legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

(Date)

(signature)

AGENDA ITEM

H-5 3-19-07

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 7 AND CHAPTER 16 OF THE MUNICIPAL CODE OF THE VILLAGE OF CAROL STREAM (ZONING AND SUBDIVISION CODES)

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

SECTION 1: That Chapter 7, Article 4, Section 18 of the Carol Stream Subdivision Code pertaining to Street Improvements; Access Driveways; Depressed Curbs is hereby amended as follows:

§ 7-4-18 STREET IMPROVEMENTS; ACCESS DRIVEWAYS; DEPRESSED CURBS.

(A) *Criteria for access driveways.* A paved access from the property line to the street shall be provided. In the case of property zoned for single-family residential dwelling units, the driveway access shall be in direct line with and of the same width as the driveway for the dwelling to be served, and the location and width of such access driveways shall conform with the requirements of the Village Zoning Code. In the case of property zoned for other than single-family dwelling units, the requirements for access driveways shall conform as closely as possible therewith. Pavement shall conform to specifications of materials and standards of construction as prescribed for marginal access streets. ~~The location and width of the access driveway shall be in conformance with the following criteria.~~

~~(1) — *Limit of one.* No more than one access driveway and one curb cut shall be permitted for each single-family residential lot, except in the case of a circular driveway in conformance with the standards and requirements as provided herein.~~

~~(2) — *Location and width.* The access driveway shall be in direct line with and of the same width as the driveway for the dwelling to be served, except that no access driveway shall exceed 20 feet~~

~~in width for a one or two car garage, and 30 feet in width for a three car garage on a lot having a minimum width of 80 feet measured at the building line.~~

~~(3) — Circular driveways.~~

~~(a) — Location. A lot having a width of 90 feet or more, measured at the front lot line, and in which the circular driveway is to be located, may have a circular driveway with two curb cuts located in the actual front yard.~~

~~(b) — Driveway width. The access driveway leading most directly to the garage or parking area shall not exceed 20 feet in width, and the secondary access driveway shall not exceed ten feet in width, measured at the property line.~~

SECTION 2: That Chapter 7, Article 6, Section 11 of the Carol Stream Subdivision Code pertaining to Variations, is hereby amended as follows:

§ 7-6-11 VARIATIONS.

The Plan Commission may recommend variations from the requirements of this code in specific cases which, in its opinion, do not adversely affect the comprehensive plan or intent of this code. Such recommendations shall be communicated to the Board of Trustees or governing county authorities in writing substantiating the recommended variation. The Board of Trustees may approve variations from the requirements of this code when, in its opinion, such variations will not adversely affect the comprehensive plan or the intent of this code. The Board of Trustees may only grant such variations by ordinance which shall state the special reasons which require a variation of this subdivision code. The Board of Trustees shall not approve variations that result in requirements less than required by the DuPage County Subdivision Regulations Ordinance for subdivisions located in the unincorporated areas under the extra-territorial jurisdiction of this code.

SECTION 3: That Chapter 16, Article 12, Section 1 of the Carol Stream Zoning Code pertaining to Accessory Buildings, Structures and Uses is hereby amended as follows:

§ 16-12-1 ACCESSORY BUILDINGS, STRUCTURES AND USES.

...

(C) Except as otherwise regulated herein, an accessory building, structure or use hereafter established, erected, altered, enlarged or moved on a lot shall conform with the following:

...

(4) Service walks shall be permitted without a permit where they are no wider than four feet at any point and set back a minimum of one foot from any side or rear property line. When located parallel to a driveway, a service walk may be located adjacent to the driveway and shall not be considered part of the driveway for the purpose of determining driveway width. Service walks shall not be located within the public right-of-way except to connect to a public sidewalk. a minimum separation of one foot from the driveway shall be maintained.

...

(D) Criteria for single-family residential driveways. A paved driveway from the property line to legal, onsite parking shall be provided. The location and width of the driveway shall be in conformance with the following criteria.

(1) Limit of one. No more than one driveway and one curb cut shall be permitted for each single-family residential lot, except in the case of a circular driveway in conformance with the standards and requirements as provided herein.

(2) Configuration. The driveway shall be essentially perpendicular to the street pavement and the principal structure to the extent possible, shall lead to legal parking such as a garage, carport or parking pad, and shall not extend across the front of the principal structure by more than three feet.

(3) Location. The driveway shall be set back a minimum of one foot from any side property line.

(4) Width. Driveway width at the property line shall not exceed requirements as set forth herein.

(a) Leading to one or two parking spaces or a one- or two-car garage, or a combination of a parking space and a one-car garage, the maximum driveway width is 20 feet.

(b) Leading to three parking spaces or a three-car garage, or a combination of a parking space and a two-car garage, the maximum driveway width is 30 feet, provided the width of the lot is no less than 80 feet, as measured at the building line.

(c) Leading to greater than three parking spaces or greater than a three-car garage, the maximum width is 30 feet, as measured at the property line, provided the width of the lot is no less than 80 feet, as measured at the building line. The driveway may widen to the combined width of the parking spaces and garage, provided it does not widen at a rate greater than one foot of width for each one foot of length.

(5) Circular driveways.

(a) Location. A lot having a width of 90 feet or more, measured at the front lot line, and in which the circular driveway is to be located, may have a circular driveway with two curb cuts located in the actual front yard.

(b) Driveway width. The access driveway leading most directly to the garage or parking area shall not exceed 20 feet in width, and the secondary access driveway shall not exceed ten feet in width, measured at the property line.

SECTION 4: That Chapter 16, Article 13, Section 2 of the Carol Stream Zoning Code pertaining to Additional Regulations; Parking, is hereby amended as follows:

§ 16-13-2 ADDITIONAL REGULATIONS; PARKING.

Off-street parking facilities shall be provided in accordance with additional regulations hereinafter set forth:

...

(C) *Area.* A required off-street parking space shall be at least 9½ feet in width and at least 18 feet in length, exclusive of access drives or aisles, ramps, columns, or office or work areas. Enclosed parking spaces shall have a vertical clearance of at least seven feet. In the One-Family Residence Districts, coverage of the actual rear yard by the sum of the detached garage, parking pad and driveway areas shall not exceed fifty percent of the actual rear yard area.

(D) *Access.* Each off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to a street or easement in a manner which will least interfere with traffic movement. ~~No residential driveway at the front property line shall exceed 20 feet in width for a two car garage, and 30 feet in width for a three car garage on a lot having a minimum width of 80 feet measured at the building line.~~ Access to single-family residential driveways shall be in direct line with and of the same width as the driveway for the dwelling to be served.

(E) *Design and maintenance.*

...

~~(10) For single family detached zoning lots, driveways shall be set back a minimum of one foot from any side property line. For all residential zoning lots, driveway widths at the property line shall not exceed requirements as set forth elsewhere in this Code; however, any driveway may extend to a maximum width of 30 feet on the zoning lot provided it does not widen at a rate greater than one foot of width for each one foot of length.~~

SECTION 5: That Chapter 16, Article 14, Section 3 of the Carol Stream Zoning Code pertaining to Authority to Continue Nonconforming Building, Structures and Uses, is hereby amended as follows:

**§ 16-14-3 AUTHORITY TO CONTINUE
NONCONFORMING BUILDINGS, STRUCTURES
AND USES.**

Any building, structure, or use which existed lawfully at the time of the adoption of this Chapter and which remains or becomes nonconforming upon the adoption of this Chapter, or of any subsequent amendment thereto, may be continued only in accordance with the following regulations:

(A) *Repairs and alterations.*

(1) Ordinary repairs and alterations may be made to a nonconforming building or structure, all or substantially all of which is designed or intended for a use not permitted in the district in which it is located or which does not conform to the yard, height, lot coverage, floor area ratio or other dimensional or bulk provisions of this Chapter, provided that no structural alterations shall be made in or to such building or structure, ~~all or substantially all of which is designed or intended for a use not permitted in the district in which it is located,~~ except those required by law, or except to make the building or structure and use thereof conform to the regulations of the district in which it is located.

...

(D) *Restoration of damaged nonconforming buildings or structures.* A building, structure or portion thereof, all or substantially all of which is designated or intended for a use which is not permitted in the district in which it is located, or which does not comply with other provisions of this Chapter, and which is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration to the condition in which it was before the occurrence will exceed 50% of the total cost of reconstructing the entire building or structure and the use thereof, shall conform to all regulations of the district in which it is located. In the event that such damage or destruction is less than 50% of the cost of reconstructing the entire building or structure, no repairs or construction shall be made unless such restoration is started within one year from the date of the partial destruction and is diligently prosecuted to completion. However, the Village Board may, after receiving the

recommendations of the Zoning Board of Appeals, pursuant to a public hearing, vary the provisions of this section where it would be inequitable not to allow the addition or extension and where the public health or safety will not suffer thereby.

(E) *Discontinuance of use of nonconforming building or structure.* A building, structure, or portion thereof, all or substantially all of which is designed or intended for a use or a special use which is not permitted in the district in which it is located, and which is vacant on the effective date of this Chapter, or thereafter becomes vacant and remains unoccupied, or is not used for at least two consecutive months ~~within any one calendar year~~, shall not thereafter be occupied or used, except by a use which conforms to the use regulations of the district in which it is located.

SECTION 6: That Chapter 16, Article 18, Section 1 of the Carol Stream Zoning Code pertaining to Definitions, is hereby amended as follows:

§ 16-18-1 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

...

ACCESSORY BUILDING, STRUCTURE OR USE.

(1) An **ACCESSORY BUILDING, STRUCTURE** or **USE** is one which:

(a) Is subordinate to and serves a principal building or principal use;

(b) Is subordinate in area, extent or purpose to the principal building or principal use served;

(c) Contributes to the comfort, convenience, or necessity of occupants of the principal building or principal use served; and

(d) Is located on the same zoning lot as the principal building or principal use

served, with the single exception of such accessory off-street parking facilities as are permitted to locate elsewhere than on the same zoning lot with the building or use served.

(2) An **ACCESSORY BUILDING, STRUCTURE** or **USE** includes but is not limited to the following:

(a) A children's playhouse, garden house, and private greenhouse;

(b) A shed, garage, or building for domestic storage;

(c) Incinerators incidental to residential use;

(d) Storage of merchandise normally carried in stock on the same lot with any retail service or business use, unless such storage is excluded by the district regulations;

(e) Storage of goods used in or produced by manufacturing activities on the same lot or parcel of ground with such activities unless such storage is excluded by the district regulations;

(f) A non-paying guest house or rooms for guests within an accessory building; provided, such facilities are used for the occasional housing of guests of the occupants of the principal building and not for permanent occupancy by others as housekeeping units;

(g) Servant's quarters comprising part of an accessory garage and solely for occupancy by a servant or household employee (and his or her family) of the occupants of the principal dwelling;

(h) Swimming pool, tennis court or other athletic facilities for private use by the occupant and his or her guests;

(i) Off-street motor car parking areas, and loading and unloading facilities;

(j) Signs (other than advertising signs) as permitted and regulated in each district incorporated herein;

(k) Carports;

(l) Public utility facilities, including telephone, electric, gas, water and sewer lines, their supports, and incidental structures and equipment;

(m) A residential unit for one person and his or her family where such occupancy is accessory to a business which requires a full-time watchman, attendant, or residential professional;

(n) Driveways.

...

DRIVEWAY. A private roadway providing motor vehicle access to a structure or an off-street parking or loading area.

...

STRUCTURE. ~~The principal residence or building found on a lot, including, but~~ Any improvement upon land, the use of which requires a permanent or temporary location on the ground or attachment to something having a permanent or temporary location on the ground. This includes, but is not limited to, signs, fences, driveways, pools, decks, sheds, ~~accessory~~ buildings and tennis courts.

STRUCTURE, ACCESSORY. A structure that serves an accessory use.

STRUCTURE, PRINCIPAL. ~~The residence and attached or detached garage area found on a zoning lot.~~ A non-accessory structure that houses or serves as the principal use of the zoning lot on which it is located.

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH of MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

H-6 3-19-07

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 4-1-5
OF THE VILLAGE CODE
(POLICE DEPARTMENT QUALIFICATIONS AND RESIDENCY REQUIREMENTS)**

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

SECTION 1: That Section 4-1-5, Subsection (A) of the Village of Carol Stream Municipal Code is hereby amended to read as follows:

§4-1-5 QUALIFICATIONS AND RESIDENCY REQUIREMENTS.

(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 ~~15-20~~ miles 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 residence compliance.

SECTION 2: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. _____

I-1 3-19-07

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 described in Exhibit "A" attached to this Ordinance.

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 the attached "Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize their sale to Network Liquidators.

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 19TH DAY OF MARCH 2007.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Assistant Village Manager

FROM: Marc Talavera, IT Coordinator

DATE: March 3, 2007

RE: Surplus Property

I am asking the Village Board to declare the following list of electronic equipment surplus.
Please see Attachment "**Exhibit A**"

Rather than retire and dispose of the networking equipment that was replaced during the phone migration, I propose we sell it to Network Liquidators (<http://www.networkliquidators.com>). Network Liquidators is a reseller of new and used networking equipment and has offered to pay \$225.00 for the WS-C3524-XL-EN and \$950.00 for the WS-C3550-24-SMIs assuming the switches pass a usage inspection.

I have investigated other buy back programs and this organization is currently offering the most for our equipment.

EXHIBIT A

<u>Model Number</u>	<u>MAC</u>	<u>Serial Number</u>
<u>WS-C3524-XL-EN</u>	<u>00097C688B80</u>	<u>FHK0616Z1DY</u>
<u>WS-C3550-24</u>	<u>000AB7D24500</u>	<u>CHK0637W2ZX</u>
<u>WS-C3550-24-SMI</u>	<u>001120950F80</u>	<u>CAT0818N1EM</u>
<u>WS-C3550-24-SMI</u>	<u>0014A8FEB200</u>	<u>CAT0926R0T7</u>
<u>WS-C3550-24-SMI</u>	<u>1120926400</u>	<u>CAT0818N1FD</u>
<u>WS-C3550-24-SMI</u>	<u>001563C84200</u>	<u>CAT0938N2Z1</u>
<u>WS-C3550-48-SMI</u>	<u>000D6533C000</u>	<u>CAT0727R1CE</u>

J-1 3-19-07

Village of Carol Stream
Interdepartmental Memo

DATE: March 12, 2007

TO: Joseph E. Breinig, Village Manager

FROM: Terry Davis, Secretary *td*

RE: *Raffle License and Fee Waiver Request*
Carol Stream Rotary Club's Chili Golf Open

The Carol Stream Rotary Club seeks permission to sell raffle tickets for a drawing scheduled for the evening of Friday, May 11, 2007 during their 2007 Chili Open banquet held at Villa Olivia in Bartlett. Attached is a Class B raffle license application (aggregate value of prizes between \$501-\$5,000) for a raffle whose proceeds goes toward collegiate scholarships and for other designated Rotary Club charitable causes. A letter respectively requesting a waiver of the license fee is also enclosed.

Please include this request on the upcoming March 19, 2007 agenda for the Village Board's consideration. Should you have any questions, please contact me at ext. 6250.

td
Attachments

Robert A. McNees & Associates

ATTORNEYS AT LAW

Robert A. McNees

Steven M. Kudulis

Theodore W. Wrobleski
of counsel

March 9, 2007

Board of Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

RE: Carol Stream Rotary Club
Chili Open Raffle
May 11, 2007

Dear Trustees:

Enclosed please find the Raffle License Application for the Chili Open Raffle to be held May 11, 2007. As in past years, we would appreciate it if the Village would waive its license fees in connection with the raffle.

I do not recall if we provided the Village with the results of last year's Chili Open Raffle. As you may be aware, the raffle is but one element of our fund raising efforts in the Chili Open. Last year, we raised approximately \$4,000.00 in gross raffle ticket sales. We gave out \$1,750.00 to raffle winners. Using the total Chili Open proceeds, we disbursed \$3,500 to the American Cancer Society, \$3,500 to the Northern Illinois Food Bank, and \$3,500 to the Village's after school program in co-sponsorship with the Carol Stream Park District and Carol Stream Police Department. We also provided \$3,500 in scholarships to Glenbard North graduates, funds for the Carol Stream Christmas sharing program, and funds for the DuCap program hosted at St. Andrews Methodist Church.

This year, our goal is to raise at least \$10,000 to start up an exciting new long-term program we will be rolling out in the fall of 2007: Carol Stream Cares. In an effort to promote volunteerism in our youth, we will provide grants to local student groups that want to engage in a community service project. We will also be dedicating the funds raised at our local beer garden to Carol Stream Cares. For the pilot first year, we will be offering grants to students in School District 93 and Glenbard North High School. Thereafter, our intent is to expand the program to the other schools that serve Carol Stream students.

Robert A. McNees & Associates

Our renewal bond was previously filed with the Village.

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

Very truly yours,

Robert A. McNees & Associates

By: 

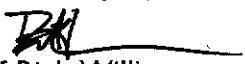
Robert A. McNees

RAM/cj

Enc.

J-2 3-19-07

Village of Carol Stream
Interdepartmental Memo

To: Village Manager Joe Breinig
From: 
Chief Rick Willing
Date: March 12, 2007
Re: Reciprocal Reporting Agreements

I have been contacted by representatives of Benjamin School District #25 and U-46 expressing interest in establishing reciprocal reporting agreements. These agreements are similar to those that were established with Dist. 87 and CCSD 93 when the department established the school resource officer program.

The agreement memorializes the sharing of information and cooperation between school and police officials allowed under applicable state statutes.

I find these reciprocal reporting agreements to be beneficial to the department

I respectfully request that the Village Board approve these agreements.

**GUIDELINES FOR RECIPROCAL REPORTING AND
COOPERATION BETWEEN
SCHOOL DISTRICT U-46 AND
THE VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

The Village of Carol Stream Police Department and School District U-46, pursuant to Section 1-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1-7(8), as amended) and Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14(b), as amended), have developed guidelines for a reciprocal reporting system between the Village of Carol Stream Police Department, as the local law enforcement agency, and the School District regarding specific criminal offenses committed by students. The following guidelines are intended to meet the requirements of the Juvenile Court Act and Section 10-20.14 of the School Code and to further cooperation and communication between police and school officials for the benefit and safety of the School District's students, staff and the community. **The input of the District's parent-teacher advisory committee on discipline was used to develop these guidelines.**

I. General Cooperation

- A. The Superintendent of School District U-46 will provide the Police with a list of administrators (those in central office and each school building) to be contacted as needed. The list will contain regular and emergency telephone and pager numbers and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted.
- B. The Police Chief or designee will be responsible for implementing these guidelines.
- C. School officials and law enforcement officers will meet to *facilitate and review* implementation of these Guidelines as often as necessary.

II. Reporting of Student Criminal Activity

- A. By the School District to Law Enforcement Officials
 - 1. School officials will promptly report to the police department via 9-1-1 criminal offenses committed by students, which shall include, but not be limited to the following:
 - a. Gang activity;
 - b. Weapon violation (*i.e.*, guns and knives, explosives, impact or destructive devices or any item used as a weapon);

- c. Sale of drugs or other intoxicants;
 - d. Possession of drugs or other intoxicants;
 - e. Fights or other violent activity which might reasonably carry over into the community;
 - f. Abuse, neglect, lock-out and runaway situations;
 - g. Acts of vandalism;
 - h. Other activities involving students which threaten the safety of students or community members on or off campus; or
 - i. Any state or federal crime occurring or which has occurred on school property or at a school event which might reasonably carry over into the community.
2. Where violence or other activity poses an imminent threat to the safety of students, staff or community members, the information will be shared as soon as possible; otherwise, the information will be shared not later than two school days after the information becomes known to school officials.

B. By Law Enforcement Officials to the School District

1. As provided in Section 1-7(A)(8) of the Juvenile Court Act, law enforcement officials will report to school officials the following offenses committed by a minor enrolled in the School District who has been taken into custody or arrested for any of the following offenses:
 - a. Unlawful use of weapons under Section 24-1 of the Criminal Code of 1961 [720 ILCS 5/24-1];
 - b. A violation of the Illinois Controlled Substances Act [720 ILCS 570/100 et seq.];
 - c. A violation of the Cannabis Control Act [720 ILCS 550/1 et seq.];
or
 - d. A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 [720 ILCS 550/2-8].
2. Law enforcement officials will report these offenses to appropriate school officials within a reasonable time after the student has been taken into

custody or arrested, except when an investigation or the safety of any individual may be compromised by this disclosure.

III. Exchange of Student Records

A. The School District is authorized by the Illinois School Code to release a student's school records to juvenile authorities when necessary for the discharge of their official duties who request information prior to adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided under law or order of court.

1. "Juvenile authorities" mean:

- a. A judge of the circuit court and members of the staff of the court designated by the judge;
- b. Parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys;
- c. Probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case;
- d. Any individual, public or private agency having custody of the child pursuant to court order;
- e. Any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor;
- f. Any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement;
- g. Law enforcement officers and prosecutors;
- h. Adult and juvenile prisoner review boards;
- i. Authorized military personnel; and
- j. Individuals authorized by court.

B. Law enforcement officials will provide the School District with copies of police reports and other relevant reports and written materials upon request and pursuant

to the provisions of Section 1-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1-7 (A)(8)).

- C. School District officials agree to maintain the confidentiality of all records and communications shared by law enforcement officials pursuant to state and federal law. Each school principal shall keep all records shared by law enforcement officials in a secure location that is inaccessible to School District personnel, except on a need-to-know basis. The building principal shall determine which School District personnel meet the “need-to-know” definition, whom shall generally include: the student’s teacher(s), Central Office administrators, building administrators (in the building the student attends), and the student’s IEP and/or Section 504 team members (if applicable).

IV. Miscellaneous

- A. The parties agree to mutually indemnify and to hold harmless each other, their employees, agents, officers and officials from any and all liability or claims, including reasonable attorneys’ fees arising from the improper release or use of records, reports, or other documents or information released to the other under these Reciprocal Reporting Guidelines.
- B. These Guidelines may be amended in writing by mutual agreement of the parties. These Guidelines may be terminated immediately by either party upon written notice to the other party.

School District U-46, _____

**Mayor Ross Ferraro
Village of Carol Stream**

_____ Date _____ Date

Legal References: 105 ILCS 5/10-20.14(b); 105 ILCS 10/6; and 705 ILCS 405/1-7(A)(8)

**GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION
BETWEEN BENJAMIN ELEMENTARY SCHOOL DISTRICT NO. 25
AND THE CAROL STREAM POLICE DEPARTMENT**

Pursuant to Section 10-20 of *The Illinois School Code*, the Village of Carol Stream and Benjamin Elementary School District No. 25 have developed these guidelines for a reciprocal reporting system between the Village of Carol Stream Police Department and Benjamin Elementary School District No. 25 regarding criminal offenses committed by students. It is critical to the safety of School District No. 25 students and the Carol Stream community at large that, within the bounds of the *Illinois Compiled Statutes*, including *The Juvenile Court Act*, extensive cooperation takes place between school and police officials. The following guidelines are intended to meet the requirement of Section 10-20.14 of *The School Code* and to further cooperation between police and school officials for the benefit and safety of School District No. 25 students and the Carol Stream community.

I. General Cooperation:

- A. The superintendent of Benjamin Elementary School District No. 25 will provide the police chief with a list of administrators to be contacted by the Police Department as necessary. The list shall contain telephone and pager numbers to assure 24-hour availability and will identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted.
- B. The police chief has assigned the following officers to assume responsibility for implementing these guidelines: Deputy Chief, Patrol Lieutenant, Support Services Lieutenant, Sergeants and other officers as needed.
- C. The school district and police will meet to facilitate and review implementation of these guidelines as often as needed.

II. Reporting Of Student Criminal Activity:

A. By the School District to Police Officers.

- 1. School officials will promptly report to the police department **via 9-1-1** student activity which involves:
 - a. Weapons such as guns, knives, impact devices or any item used as a weapon, any explosives including small quantities of fireworks.
 - b. Sale of drugs or other intoxicants.
 - c. Possession of drugs or other intoxicants.

- d. violent activity which threatens the safety of students or staff members.
- e. Abuse, neglect, lock-out, and runaway situations.
- f. Criminal gang activity.
- g. Other activities involving students which threaten the safety of students or community members on campus or off campus.
- h. Any state or federal crime occurring of which has occurred on school property or at a school event.

- 2. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be reported immediately or as soon as reasonably possible. All other information will be reported within two business days of the information becoming known to school officials.

B. By Police Officials to the School District.

- 1. Police officials will report to school officials the same type of information from the section above within the same timeframes, where the activity by students or others might reasonably carry over into school grounds or school activities.
- 2. As provided by Sections 1-7(a)(7) and 5-905 of *The Juvenile Court Act*, police officials will report to school officials the following offenses within the timeframes referenced in A, above with respect to a minor enrolled in one of the school district's schools who has been taken into custody or arrested for:
 - a) Unlawful use of weapons under Section 24-1 of *The Criminal Code*;
 - b) A violation of *The Illinois Controlled Substance Act*;
 - c) A violation of *The Cannabis Control Substance Act*;
 - d) A forcible felony as defined in Section 2-8 of *The Criminal Code*;
or
 - e) Arrested for any offense classified as a felony.

3. As required by Section 22-20 of *The Illinois School Code*, police officials shall report to school officials whenever a student is detained for proceedings under *The Juvenile Court Act* or for a violation of a village ordinance. The report shall include the basis for detention, the circumstances surrounding the detention and the status of proceedings. Police officials shall periodically update the report as significant stages in the proceedings occur and with the disposition of the matter. All such reports shall be kept separate from the student's official school record.

III. Searches of Students:

A. Searches by School Officials.

1. School officials may conduct searches of students with police liaison involvement or other police officers, where appropriate, to enforce school rules and protect the safety of persons on school grounds or property or at school activities – especially if weapons or other dangerous items are involved or suspected to be involved. Evidence of criminal activity disclosed by a search will be preserved by school officials and turned over to police officials as appropriate for any criminal prosecution. Police officials will produce such evidence as necessary for student disciplinary proceedings while preserving proper chain of custody. Evidence will be preserved within police department rules, policies and procedures.

B. Searches by Police Officials on School Grounds or at School Activities.

1. Searches of persons.
 - a) Searches of persons shall be conducted by police in accordance with federal and state laws and department rules, policies and procedures.
 - b) Searches incident to lawful arrest will be made by police officers.
2. Searches of property.
 - a) Searches incident to a lawful arrest on school grounds will be made by police officers.
 - b) Except in emergency situations involving the safety of students or others on school grounds or at school activities, searches conducted at the initiative of police officials will be conducted with the property owner's consent or a search warrant. Searches may also be made without a warrant based on probable cause and exigent circumstances. Every effort will be made to conduct

searches on school grounds or at school activities in the presence of school officials whenever possible.

- c) Searches of property, where students do not have an expectancy of privacy, may be conducted by school officials and police officials when permission has been granted by the school officials.

IV. Interviews of Students by Police Officials on School Grounds or at School Activities:

- A. Except in circumstances involving the safety of students or others on school grounds or at school activities, interviews of students initiated by the police will be conducted in the presence of a school official and after a good faith effort has been made to contact the parents and a reasonable opportunity afforded the parent to be present.
- B. Student interviews will be conducted by a police officer according to the school protocol.

V. Removal of Students From School Grounds by Police Officers:

- A. Under Illinois law, officers may make an arrest whenever an offense is committed in their presence, probable cause exists, or they possess an arrest warrant to make an arrest. School officials will assist officers in identifying students for arrest. A good faith effort will be made by school officials to contact the student's parents. Police officers will attempt to make the arrest in such a way as shall interfere as little as possible with the proper administration of the school.
- B. Nothing in this section shall prevent a student from leaving school grounds or a school activity and accompanying a police officer to the police station or other facilities. A good faith effort will be made to contact the student's parent and a reasonable opportunity will be afforded the parent to be present at the police station. When a parent cannot be contacted and after other attempts to contact relatives have failed, the administration may use their discretion in dismissing students and allowing them to accompany the police officer. No student may leave campus while not under arrest unless permission is secured from the administration.

VI. Miscellaneous:

- A. The parties agree to mutually indemnify and to hold harmless each other, their employees, agents officers, and officials from any and all liability or claims, including reasonable attorneys' fees arising from the improper release or use of records, reports or other documents or information released to the other under these Reciprocal Reporting Guidelines.

- B. These Guidelines may be amended in writing by mutual agreement of the parties. These Guidelines may be terminated immediately by either party upon written notice to the other party.

This document has been received by both the Village of Carol Stream and Benjamin Elementary School District No. 25.

Once all of the signatures are affixed, this Agreement will be in force.

Signed:

Date:

Cyndy Ciolino, President-Board of Education
Benjamin Elementary School District No. 25

Ross Ferraro, Mayor
Village of Carol Stream

AGENDA ITEM

Village of Carol Stream J-3 3-19-07

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Robert Mellor, Assistant Village Manager
DATE: March 16, 2007
RE: Summer in the Center Schedule of Entertainment – Request for Amplification Permit Variance

Attached is the 2007 schedule of entertainment for the Summer in the Center festivities and concerts. As has been our tradition, the music lineup is strong and will appeal to music lovers of all ages and tastes.

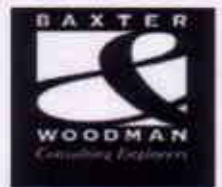
I am again requesting approval of a variance to our amplification ordinance to permit music to be played at the Ross Ferraro Town Center until 11:00 p.m. as the Friday and Saturday night headline acts may go past the normal 10:00 p.m. time limit.

Cc: Joseph E. Breinig, Village Manager

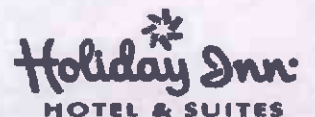
2007

SUMMER — IN THE — CENTER EVENTS

Sponsored By:



Berlin Industries Inc
Go direct for results.



Festival Music Events

Thursday, June 7th, 2007

Event Time: 6 - 10 PM / Beer Garden: 6 - 9:30 PM
Carnival & Amusements: 6 - 10 PM
Discounted Ride Wristbands Available

6 pm The Fabulous Janes (Glam Rock)

The Fabulous Janes are a five-piece rock band you'll hate to take off stage. Their covers include songs by the Beastie Boys, Elvis, Violent Femmes, Rick Springfield, Weezer, Prince, and many other popular radio hits. It's on stage where you will witness the power and focused energy of a live Jane's show.



8 pm Mike & Joe

This popular rock quartet hails from Champaign and plays cover songs from such bands as Fall Out Boy, Coldplay, The Killers, Green Day, Snow Patrol, Maroon 5, U2, Gavin Degraw, Sublime, Rusted Root, Panic! at the Disco, Dave Mathews Band, Dispatch, O.A.R., Blink 182, Counting Crows, Pearl Jam, John Mayer, 311, Dispatch, Weezer and others.

Friday, June 8th, 2007

Event Time: 6 - 11 PM / Beer Garden: 6 - 10 PM

6:30 pm The System (Bob Seger Tribute)

The System has faithfully recreated the experience of seeing and hearing Bob Seger live with accurate renditions of all your radio favorites, including live arrangements from the quadruple platinum 'Live Bullet' recording.



8:30 pm Pink Houses (John Mellencamp Tribute)

Pink Houses is America's most elaborate and musically accurate John Mellencamp Tribute Band. From the early John Cougar era to contemporary Mellencamp.

Saturday, June 9th, 2007

Event Time: Noon - 11 PM / Beer Garden: 4 - 10:30 PM
Carnival & Amusements: Noon - 11 PM
Discounted Carnival Ride Wristbands Available: Noon - 4 PM

3:30 pm Dain Bramage

Favorite local rock band that plays a variety of covers from Steely Dan, Santana, the Beatles, Steve Miller Band, Dave Matthews, Tom Petty, Cheap Trick and many more classics from rock bands from the 60's to the present.



5:30 pm ARRA (Classic Rock n' Roll)

ARRA has been one of the best and largest drawing classic rock cover bands in the Chicagoland area for the past 2 decades. Performing the biggest hits by the biggest bands of all times with precision and excellence is the secret to their success. Cover songs by such bands as AC/DC, Aerosmith, Hendrix, Black Crowes, Journey, Bon Jovi, Nickelback, Rush, Scorpions & more.

7:30 pm Slippery When Wet (Bon Jovi Tribute)

The nations only Bon Jovi tribute to capture the look, energy, and sound of the live performances from the 80's, especially the slippery when wet and New Jersey recordings.



9:30 pm Draw the Line (Aerosmith Tribute)

This is the only Aerosmith tribute band to be publicly recognized by Steve Perry & the members of Aerosmith. Traveling both nationally and internationally to provide the most accurate recreation of a live Aerosmith concert.

Sunday, June 10th, 2007

Event Time: Noon - 10 PM / Beer Garden: 4 - 9:30 PM
Carnival & Amusements: Noon - 10 PM
Discounted Ride Wristbands Available: Noon - 5 PM

5:45 pm Tony Spavone (Italian-American Classics)

Italian-American classics in the legendary style and swagger of Frank Sinatra, Jerry Vale, Tony Bennett & Dean Martin.



7 pm Band on the Run (McCartney & Wings Tribute)

This band is Chicago's premiere Paul McCartney & Wings tribute band. The band performs the hits from such classic Wings' recordings as Wings Over America, Band on the Run, Ram and Venus & Mars.

8:30 pm American English (Beatles Tribute)

Simply the best Beatles Tribute Band of our time. At the inception of the band, they were voted "number one" by thousands of Beatle fans at Beatlefest for 3 consecutive years.



For more information, phone (630) 665-7050 or visit the Village Web site at www.carolstream.org/07events.html

NO DOGS ALLOWED
at Village-sponsored Town Center events.

SHUTTLE BUS SERVICES
from Lies Rd. Industrial Park

Friday through Sunday
6 - 11 PM

Discounted Carnival Ride Wristbands

Thursday 6 - 10 PM
Saturday Noon - 4 PM
Sunday Noon - 5 PM

Home Depot Kid's Wood Workshop

Saturday, June 9th & Sunday, June 10th
Noon - 4 pm

Cash Bingo - American Legion Post 76

Saturday, June 9th & Sunday, June 10th
Noon - 4 pm

Family Stage Entertainment Lineup

Thursday, June 7 th		Friday, June 8 th		Saturday, June 9 th		Sunday, June 10 th	
6:30 pm	DJ from WGCI FM Radio Walk Around Characters: Meet Chewbacca & Darth Vader	6 pm	Nevermind (Nirvana Tribute)	1 pm	Free Pony Rides	1 pm	Professor Marvel's Amazing Flea Circus and Magic
7 pm	Hip Hop band	6:30 pm	Walk Around Characters: Meet Chewbacca & Darth Vader	1 pm	Dave Fleming - Juggler and Magician Extraordinaire	1:45 pm	Free Pony Rides
9 pm	Green Holiday (Green Day Tribute)	7:30 pm	Hip Hop tribute act	3:15 pm		2 pm	Dave Herzog's Marionettes
				5 pm		3:15 pm	Walk Around Characters: Meet Chewbacca, Darth Vader, Dora & Elmo
				7:30 pm		5 pm	Andy Martello - Plate Spinning, Fire Eating and Juggling
						7:30 pm	Dave Rudolf - Children's Beach Party and More
							DJ from WGCI FM Radio

Other Village Events

Saturday, May 12th - Annual Mother's Day Pancake Breakfast

9 - 11 AM

Mother's and their families gather at the traditional pancake breakfast. A complimentary rose, a prize drawing and spring plant sale hosted by the DuPage Organic Garden Club. Musical entertainment includes a lively performance by Carol Stream's very own Banjo Buddies Dixieland Jazz band led by banjo virtuoso Mary Stewart and husband and trombonist par excel lance Tim Stewart.



Sunday, June 3rd - 4th Annual Toys for Tots Charity Car Show

Noon - 3 PM

Musical Entertainment: The Ragtops- Chicago's fabulous 50 & 60's review (Noon - 2 PM) Come view over 100 vintage cars, trucks and specialty vehicles. Co-hosted by the DuPage Marine Corps. League. Suggested admission is a child's toy(s) that will be collected and donated to needy families. Food & refreshments sold. (Rain Date - Sunday, June 17th)



Saturday, June 23rd - Bud Swanson Memorial 5K Run/Walk for Sarcoma

Registration: 7 am / Race Start: 8 am / Fun Run: 8:45 am This annual community race is hosted in memory of former Glenbard North H.S. Cross Country Coach Bud Swanson with race proceeds going to help lead to improve treatment and a possible cure for sarcoma. The race course which starts and ends at the beautiful Ross Ferraro Town Center is USATF Certified.

Register on line at www.dulanyconsulting.com/budsrn/rreg.htm



Saturday, Sept. 8th - 5th Annual Multicultural Festival

4 - 9 PM

An afternoon and evening featuring 12 ethnic performance troupes who share their respective traditions through native dance, dance theater and world music. Also, visit the food court and taste dishes from around the world. Children's activity includes the painting of a diversity mural.

Sat., Sept. 29th - 5th Annual Oktoberfest

3 - 5 PM (Kids) / 5 - 9 PM (All ages)

Authentic German food, beer, music, dancing and children's games. Official tapping of the keg at 5:30 pm. Renowned stilt walker, juggler and balloon artist Ken Schultz will perform at 3:30 PM and 4:30 PM. Musical entertainment from the highly acclaimed German beer hall band the Musikmeisters.



Summer Concert & Outdoor Movie Series

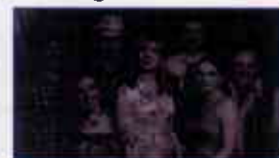
Thu., June 14th Sonny Geraci & the Outsiders (60's Rock n' Roll) **Culver's/Papa Saverio's Pizza**
 7 - 9 pm Legendary rock n' roll crooner whose band the outsiders sang mega hits such as 'Time Won't Let Me', 'Precious & Few', 'What Kind of Girl is This', 'Girl in Love' & Help Me Girl' will perform his rock n' roll reunion show.



Thu., June 21st Hurricane Gumbo (Cajun/Zydeco) **Culver's/Alberto's Restaurant**
 7 - 9 pm An 8-piece, Chicago-based band that combines zydeco, rhythm & blues, jazz and funk to produce a sound that can only be called one thing - Louisiana party music. Performing original material as well as New Orleans favorites, Hurricane Gumbo is a party that never stops.

Thu., June 28th Soul Heaven (Tribute to Soul Legends) **Culver's/Sweet Baby Rays BBQ**
 7 - 9 pm A moving musical tribute to the music of James Brown, Ray Charles, Wilson Pickett, Marvin Gaye, Otis Redding & Jackie Wilson.

Wed., July 4th Tin Horse (Country & Western) **Culver's/Lou Malnati's**
 7 - 9 pm One of Chicagoland's most sought after country rock bands who are fresh from the recording studio where they produced their 1st CD titled Tin Horse: Live & Stripped Down from the Park West.



Thu., July 12th The Fource (Folk/Rock) **Culver's/Village Tavern & Grill**
 7 - 9 pm THE FOURCE is four songwriter/musicians from the Chicago area who play a cross between folk rock and Americana. Often compared to the 1980's supergroup the Traveling Wilburys (Petty, Orbison, Lynne, Dylan & Harrison).



Thu., July 19th Cadillac Dave & the Chicago Redhots (Blues) **Culver's/Rocco Vino's**
 7 - 9 pm This Chicago-based blues bands founded by Cadillac Dave dates back to 1991 when they played at the infamous Checkerboard Lounge with the likes of Junior Wells, Dave Myers, Little Milton and James Cotton to name a few.

Sat., July 21st 3rd Annual Rainbow Rockin' Kid's Festival **Culver's/Rocco Vino's**
 11 am - 2:30 pm Rainbow Academy, a local child care/development agency is the sponsor for this favorite annual children's festival. The festival begins at 11 am and includes games & prizes, inflatable rides, an interactive music concert @ Noon, giveaways, kid's karaoke and much more.

Thu., July 26th The Jim Guter Orchestra (Swing) **Culver's/Stone Dragon**
 7 - 9 pm Fox Valley's own Jim Guter is the leader of this respected 12-member big band and swing orchestra.



Thu., July 28th Pirates of the Caribbean: Curse of the Black Pearl (PG-13) **Baskin Robbins**
 8:45 - 10:45 pm (Rain Date - Sat. Aug. 4th) Blacksmith Will Turner teams up with eccentric pirate "Captain" Jack Sparrow to save his love, the governor's daughter, from Jack's former pirate allies, who are now undead. Stars Johnny Depp, Orlando Bloom Geoffrey Rush & Kiera Knightly

Thu., Aug. 2nd Libido Funk Circus (Disco/Funk) **Culver's/Alberto's Rest.**
 7 - 9 pm This sought after band has perfected their high-energy renditions of the disco and dance hits of the 1970's. They also perform the best very best dance and rock songs of the past 40 years from artists such as The Jackson Five. The Rolling Stones. Diana Ross, Duran Duran. Green Day, The Bee Gees. Led Zeppelin. Garth Brooks and Bob Marley to name a few.



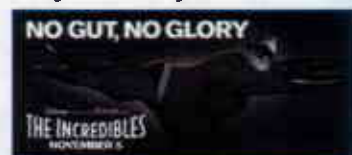
Thu., Aug. 9th Blooze Brothers (Rhythm & Blues) **Culver's/Westmont Brat House**
 7 - 9 pm This high-powered, choreographed, 12-piece show band covers music from the 40's to Top 10, swing, Motown, soul, R & B, classic rock, original music from the band, and of course the music and crazy antics of the famous original Blues Brothers-Jake and Elwood!



Sat., Aug. 11th Lord of the Rings: Fellowship of the Ring (PG-13) **Baskin Robbins**
 8:30 - 10:30 pm (Rain Date - Sat. Aug. 18th) Movie adaptation of a J.R. Tolkien novel set in a small village in the Shire of a young Hobbit named Frodo has been entrusted with an ancient Ring. Now he must embark on an Epic quest to the Cracks of Doom in order to destroy it. Stars Cate Blanchett, Orlando Bloom & Christopher Lee.



Thu., Aug. 16th Tony Spavone & Toys for Tots Classic Car Show **Culver's/Genoa Pizza**
 7 - 9 pm An evening of torchlight music of Italian-American classics in the legendary style and swagger of Frank Sinatra, Jerry Vale, Tony Bennett & Dean Martin. Suggested admission is an unwrapped new toy for the 2007 Toys for Tots Toy Drive.



Sat., Aug. 25th The Incredibles (PG) **Baskin Robbins**
 8:30 - 10:30 pm (Rain Date - Sat., Sept. 1st) A family of undercover superheroes, while trying to live the quiet suburban life, are forced into action to save the world. Animated Character Voices - Holly Hunter, Samuel L. Jackson, Jason Lee.

J-4 3-19-07

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Robert Mellor, Assistant Village Manager *Rm*
DATE: March 13, 2007
RE: FOP Contract Ratification

Attached is the collective bargaining agreement between the Village and Fraternal Order of Police representing police patrol officer. The agreement contains the terms and conditions tentatively agreed to during the course of negotiations over the past year. The employees represented by the FOP unanimously voted to ratify this agreement on March 8. Most of the terms and conditions of the agreement are consistent with prior year agreements. Listed below are the key provisions of the contract:

1. Payment of 1 ½ time pay for court appearances was increased from straight time pay to “overtime” pay based on the prevailing practice of comparable communities.
2. Increased the Court Standby Pay annual stipend from 15 to 20 hours for day shift officers and from 30 to 40 hours for all other patrol or specialty officer positions.
3. Decreased the minimum amount of sick leave days required to be earned prior to payment as a retirement bonus from 960 hours to 912 hours.
4. Added Family and Medical Leave Act (FMLA) language prohibiting the use of sick leave for FMLA purposes unless the officer’s presence is medically necessary. This is now consistent with the policy the village Board approved for all other employees.
5. Added language that 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.
6. Adjusted the Investigator/Special Operations Unit clothing allowance to \$500 (effective 5/1/06); \$550 (effective 5/1/07); and, \$600 (effective 5/1/08).

7. Adjusted wages as follows:

Step	3.5% + 2%	4.25%	4.25%
	Equity Adj.		
	<u>May 1, 2006</u>	<u>May 1 2007</u>	<u>May 1, 2008</u>
Start	\$48,241.95	\$50,292.23	\$52,429.65
After 1 yr.	\$51,798.89	\$54,000.34	\$56,295.36
After 2 yrs.	\$55,355.81	\$57,708.43	\$60,161.04
After 3 yrs.	\$58,912.75	\$61,416.54	\$64,026.74
After 4 yrs.	\$62,469.68	\$65,124.64	\$67,892.44
After 5 yrs.	\$66,026.64	\$68,832.77	\$71,758.17
After 6 yrs.	\$69,583.56	\$72,540.86	\$75,623.85

8. Added language expanding the Chief's authority to discipline and recommend the discharge of officers to the Village Manager. Union police officers may choose to appeal the Chief's decision to either the Board of Fire and Police Commission or an arbitrator.
9. Increased the distance from Carol Stream that police officers can live from 15 to 20 miles.
10. Allows police officers that work the night shift to count days they are required to report for jury duty as their work shift day.

This contract involved a significant cooperative effort between the Village Board management staff and union employees to develop terms and conditions that are both fair and beneficial to both sides. Discussions between the Village and the union reflect a sincere effort by both sides to make compromises when necessary and tentative agreements when appropriate. The 3-year term of this agreement is testament to good faith efforts by both parties to reach a cooperative, long-term contract and hopefully is further solidified by your approval of this agreement. Due to the unavailability of certain union representatives, the FOP has not yet signed the ratified contract. It is recommended that approval be contingent upon receipt of the signed contract from the union.

Cc: Joseph E. Breinig, Village Manager
 Rick Willing, Police Chief
 Lance Oakland, Deputy Chief
 Caryl Maurer, Employee Relations Director
 Don Anderson, Labor Counsel - Ancel, Glink, Diamond, Bush, DiCianni, & Krafthefer, P.C.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CAROL STREAM

AND

ILLINOIS FOP LABOR COUNCIL

EFFECTIVE MAY 1, 2006 – APRIL 30, 2009

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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 or membership or non-membership in the Council.

Any allegation involving the terms of this Article shall only be processed through appropriate state or federal agencies, including state or federal courts and not through the grievance/arbitration provisions of this contract.

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 0 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.

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 1/2) 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 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 an annual stipend equivalent to hours of pay, depending upon their shift assignment and employment status on the previous April 1 as follows:

Patrol Officers who work
on the following shifts: Day Shift
(A&B Platoons), Day Power Shift,
and Day Traffic Shift = 20 hours

All other officers

assigned to
Patrol or Specialty Positions

= 40 hours

Officers who have met the above requirements, but who have retired (including disability) or who are promoted prior to January 1st, shall receive a pro-rated share of 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 \$3.50 per hour, 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 H. FTO Pay. When a police officer is assigned as Field Training Officer, the officer shall be compensated an additional \$3.00 for each hour, so assigned, but shall not exceed \$24.00/30.00/36.00 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 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.

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 trimester in which 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.

The police officer may not carry over more than sixteen (16) hours of vacation leave from year to year up to a maximum of two hundred (200) hours, except after one (1) year of service where the police officer accumulates one (1) year service and must wait until the second year to take the earned vacation. Those police officers in excess of the amount allowed to accrue shall take the necessary vacation time to return the accumulated total to two hundred (200) hours by their anniversary date or shall have them forfeited.

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 it is constituted on the date of the 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.

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. Effective February 5, 1994, the Village shall comply with the Family and Medical Leave Act of 1993 ("FMLA") and the regulations issued in conjunction with the FMLA. Except as otherwise provided in the FMLA, the Village will grant leaves of absence for any of the following:

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

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

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

For a serious health condition that makes the officer unable to perform his job.

An officer in one of the above situations must notify his immediate supervisor as soon as possible when requesting time off. Officers who are eligible for leave under the FMLA may receive leave up to 12 weeks in a one year period, including all unpaid and paid time off, for the qualifying event(s). The one-year period is defined as a rolling 12-month period measured backward from the date an officer uses any Family and Medical Leave. Officers using FMLA leave will be allowed to use sick leave only with doctor's certification of necessity or as otherwise provided in this Agreement. In all other cases, employees using FMLA leave may only exhaust paid vacation and personal time off available to them.

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. 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>
5	Pairs Trousers, medium weight (or 3 summer and 2 winter)
4	Short Sleeve Shirts with Patches each side
4	Long Sleeve Shirts with Patches each side
3	Turtleneck Shirts
2	Black Ties
1	5-Star Cap
1	Fur Cap
1	Leather Jacket with Patches each side (upon completion of probation)
1	Light-weight Jacket with Patches each side
1	Raincoat with matching hat cover - Yellow
1	Pair Shoes - corfam or leather
1	Pair Rubber Zipper Overshoes
2	Name Tags (1 for shirt and 1 for jacket)
2	Carol Stream Patrol Officers Stars
1	Carol Stream Patrol Officers Hat Shield
1	Duty Holster
1	Underbelt
1	Basket Belt
1	Basket Cuff Case Velcro
1	Magazine Pouch in Velcro
1	Key Strap Basket Velcro
1	Handcuffs

- 1 Duty Pistol
- 1 Magazine (Extra)
- 1 Tie Bar with State Seal
- 1 Body Armor Vest (required to be worn on duty unless Chief approves otherwise)

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 or vendor’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.

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 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.

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 two (2) years of completing a course or courses, the employee 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, 2006, 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>	3.5% + 2% Equity Adj.	4.25%	4.25%
	<u>May 1, 2006</u>	<u>May 1 2007</u>	<u>May 1, 2008</u>
Start	\$48,241.95	\$50,292.23	\$52,429.65
After 1 yr.	\$51,798.89	\$54,000.34	\$56,295.36
After 2 yrs.	\$55,355.81	\$57,708.43	\$60,161.04
After 3 yrs.	\$58,912.75	\$61,416.54	\$64,026.74
After 4 yrs.	\$62,469.68	\$65,124.64	\$67,892.44
After 5 yrs.	\$66,026.64	\$68,832.77	\$71,758.17
After 6 yrs.	\$69,583.56	\$72,540.86	\$75,623.85

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.

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 sub-standard. 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 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 20 miles 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 2009. 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.

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, 2009. Negotiations shall commence within thirty (30) calendar days of receipt of the demand.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19th day of March 2007.

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 _____

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 _____

NO. / /

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP THREE

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FOUR

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council	
Person to Whom Referral Given	Date

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 Appeals applies to officers assigned to regular patrol functions and does not apply to officers when they are assigned to the Investigation Unit, , 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 summaries for the two shift periods for the next year will be posted on October 15th (if the 15th falls on a weekend day, it will be posted on the following Monday) The shift bid lists will be posted for 15 consecutive days.

Officers will bid on a seniority basis in accordance with Carol Stream Police Department Policy 99- #354, for a position on one of the following shift assignments:

Day Shift	5 positions (A and B Platoons) 1 Corporal	Shift hours 0600-1800
Day Power Shift	2 positions Position #1 will work Tue-Sat with Sun/Mon off, Position #2 will work Wed-Sun with Mon/Tue off.	Shift hours 0900-1700
Night Shift	5 positions (A and B Platoons)	Shift hours 1800-0600
Night Power Shift	2 positions Position #1 and #2	1700-0300 hours,
Night Power Flex Officer	2 positions Position #1 will work Tue-Fri with Sat-Mon off, Position #2 will work Fri-Mon with Tue-Thu off. These positions may be alternated within a bid period.	1700-0300 hours,
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 3 positions
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, they will work in the Patrol Division. The SRO will select the shift he 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 a minimum of a two-week period.

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, shall govern call back to duty outside the normal schedule for performance of police duties.

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, ~~he/she~~ they will be designated for special assignment in or will work in the Patrol Division. Each officer will select the patrol platoon

he/she wants to work for the summer during the normal shift bid process. Once ~~they~~ he selects a shift, the section will not have any bearing on any other officer's permanent shift bid assignment or vacation time already scheduled. Patrol or special assignments will be made in one-week periods or by mutual agreement if for shorter periods of time.

SOU AND INVESTIGATIONS

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

SHIFT SELECTION

- The department will post shift bid summaries and vacation selections on October 15th or the first Monday after the 15th. All personnel assigned to the Patrol Division will sign up for two six-month periods each year based on seniority. Officers will select their shift hours but not their platoon assignment. Management will determine platoon assignment based upon the shift selection.
 1. Sergeants will make their shift bids first and within the manner prescribed by management.
 2. Corporal's will 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 O.I.C. 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 primary OIC is assigned as an acting shift commander, staff may assign another OIC 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/~~her~~ normal number of shift hours.

VACATION SELECTION

- All dates are open for vacation selection (except for a maximum of three selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
 - Only one non-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 of taking previously granted days off.

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.

JURY DUTY

An officer called to jury duty will be counted as having worked his shift on any day that he actually reports for jury service.

APPENDIX F
(Performance Appraisal Form)

AGENDA ITEM

K-1 3-19-07 VILLAGE OF CAROL STREAM
 03-19-07-06.74 PAGE 1

BRC/ISD FINANCIAL SYSTEM
 03/16/2007 09:55:48

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ACCURATE OFFICE SUPPLY Special order stamps	32.00	OFFICE SUPPLIES	01.466.314		954042		584 00040
ADOBE SYSTEMS, INC. Adobe Photoshop	106.24	SOFTWARE MAINTENANCE	01.465.255		AD000630615		584 00465
ADT*SECURITY SERVICES fire alarm install	1,000.00	PROPERTY MAINTENANCE	01.467.272		42781093	2366	584 00060
fire alarm system	34.85	PROPERTY MAINTENANCE	01.467.272		42802576		584 00059
wrc adt installation	1,000.00	MAINTENANCE & REPAIR	04.410.244		43309393	2366	584 00081
kuhn rd pump station	1,000.00	MAINTENANCE & REPAIR	04.420.244		43309394	2366	584 00082
	3,034.85	*VENDOR TOTAL					
ADVOCATE OCCUPATIONAL POLICE OFFCR MED EXAM	1,285.70	PERSONNEL HIRING	01.451.228		263036	000155 P	569 00046
AFTERMATH INC CLEAN PRISONER CELL	125.00	PRISONER CARE	01.466.326		3/2-3/06-2007		569 00041
AIRGAS NORTH CENTRAL safety glasses	21.00	OPERATING SUPPLIES	04.420.317		501943-00		584 00461
AL WARREN OIL CO GAS	15,870.00	GAS PURCHASED	01.469.356		I390069	002470 P	569 00015
AMAZON.COM Leadership ref. book	24.85	REFERENCE MATERIALS	01.466.318		4519933		584 00270
Leadership ref. book	7.82	REFERENCE MATERIALS	01.466.318		4656543		584 00257
	32.67	*VENDOR TOTAL					
AMERICAN 00106122795022 USCM/Saverino	25.00	MEETINGS	01.452.222		ESJFNU		584 00186
AMERICAN 00106122795092 USCM/Ferraro	25.00	MEETINGS	01.452.222		FDFWKO		584 00187

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMERICAN FIRST AID SER	first aid supplies	68.66	OPERATING SUPPLIES	01.467.317		05059		584 00083
	First Aid supp-Vlg	167.12	OPERATING SUPPLIES	01.465.317		15037	1470	584 00008
		235.78	*VENDOR TOTAL					
AMERICAN MESSAGING	serv for 2/2007	37.50	TELEPHONE	01.465.230		U1-113047		584 00205
	serv for 2/2007	2.25	PAGING	01.464.243		U1-113407		584 00193
	serv for 2/2007	23.72	PAGING	01.466.243		U1-113407		584 00194
	serv for 2/2007	36.98	PAGING	01.466.243		U1-113407		584 00195
	serv for 2/2007	23.73	PAGING	01.466.243		U1-113407		584 00196
	serv for 2/2007	9.41	PAGING	01.466.243		U1-113407		584 00197
	serv for 2/2007	5.83	PAGING	01.466.243		U1-113407		584 00198
	serv for 2/2007	20.14	PAGING	01.466.243		U1-113407		584 00199
	serv for 2/2007	41.61	PAGING	01.466.243		U1-113407		584 00200
	serv for 2/2007	5.83	PAGING	01.467.243		U1-113407		584 00201
	serv for 2/2007	45.19	PAGING	01.467.243		U1-113407		584 00202
	serv for 2/2007	2.25	PAGING	01.467.243		U1-113407		584 00203
	serv for 2/2007	5.83	PAGING	01.468.243		U1-113407		584 00204
	serv for 2/2007	9.41	EQUIPMENT RENTAL	01.469.264		U1-113407		584 00206
	serv for 2/2007	27.30	PAGING	04.420.243		U1-113407		584 00207
		296.98	*VENDOR TOTAL					
AMZ*AMAZON PAYMENTS	Leadership ref. book	12.89	REFERENCE MATERIALS	01.466.318		1365938		584 00268
	Leadership ref. book	13.47	REFERENCE MATERIALS	01.466.318		3133161		584 00264
	Leadership ref. book	8.49	REFERENCE MATERIALS	01.466.318		4373108		584 00267
	Leadership ref. book	10.96	REFERENCE MATERIALS	01.466.318		5263539		584 00266
	Leadership ref. book	8.48	REFERENCE MATERIALS	01.466.318		5417311		584 00262
	Leadership ref. book	18.01	REFERENCE MATERIALS	01.466.318		5627742		584 00263
	Leadership ref. book	20.48	REFERENCE MATERIALS	01.466.318		6132508		584 00260
	Leadership ref. book	4.93	REFERENCE MATERIALS	01.466.318		6368547		584 00259
	Leadership ref. book	10.47	REFERENCE MATERIALS	01.466.318		6485173		584 00269
	Leadership ref. book	11.48	REFERENCE MATERIALS	01.466.318		7386731		584 00265

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZ*AMAZON PAYMENTS								
	Leadership ref. book	16.86	REFERENCE MATERIALS	01.466.318		7638112		584 00256
	Leadership ref. book	15.99	REFERENCE MATERIALS	01.466.318		7866919		584 00258
	Leadership ref. book	3.74	REFERENCE MATERIALS	01.466.318		8277349		584 00261
		156.25	*VENDOR TOTAL					
APA HOTEL DEPOSIT								
	APA Hotel -Glees	150.00	TRAINING	01.463.223		1418		584 00223
APA-CONFERENCE								
	APA Confr-Glees	660.00	TRAINING	01.463.223		121022		584 00222
ASCAP LICENSE FEE								
	Music License Regis	284.00	DUES & SUBSCRIPTIONS	01.452.234		00000		584 00124
AT&T BILL PMT								
	Srvs 12/17/06-1/16/07	1,224.49	TELEPHONE	01.465.230		630286665101		584 00016
	Srvs 12/17/06-1/16/07	234.35	TELEPHONE	01.456.230		630540111201		584 00007
	Srvs 12/23/06-1/22/07	96.34	TELEPHONE	01.468.230		630653231901		584 00017
	Srvs 12/11/06-1/10/07	25.26	TELEPHONE	01.466.230		630668227501		584 00003
	Srvs 12/17/06-1/16/07	94.57	TELEPHONE	01.467.230		708286114901		584 00010
		1,675.01	*VENDOR TOTAL					
ATCO MANUFACTURING CO								
	rags, hand cleaner	340.60	OPERATING SUPPLIES	04.420.317		10160323		584 00239
AURORA TRI STATE FIRE								
	credit-charged tax	195.02CR	MAINTENANCE & REPAIR	01.467.244		101312		584 00165
	rechrg fire extinguish	181.35	MAINTENANCE & REPAIR	01.467.244		101312		584 00166
		13.67CR	*VENDOR TOTAL					
B & F TECHNICAL CODE SER								
	PLUMB INSP'S FEB 16-28	580.00	CONSULTANT	01.464.253		25640	000204 P 569	00006

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BARN OWL FEED & GARDEN							
salt-Vlg Hall	92.77	MAINTENANCE SUPPLIES	01.468.319		007806		584 00114
Credit back-salt	92.77CR	MAINTENANCE SUPPLIES	01.468.319		007806cr		584 00112
Salt-Vlg Hall	86.90	MAINTENANCE SUPPLIES	01.468.319		008163		584 00113
	86.90	*VENDOR TOTAL					
BARNES GROUP							
butt conn,fuses	684.03	STREET LIGHT MAINTENANCE	01.467.271		7386536001		584 00245
BATTERY SERVICE CORP							
100 ft weld cable	329.00	PARTS PURCHASED	01.469.354		160589		584 00381
BAXTER & WOODMAN INC							
TUBEWAY LS DESIGN	1,399.12	CONSTRUCTION	04.410.480		0120176	002360 P	569 00022
EAST SIDE TANKS	1,360.77	CONSULTANT	04.410.253		0120177	002427 P	569 00021
	2,759.89	*VENDOR TOTAL					
BLOOMINGDALE CHAMBE							
Business Expo2/16	300.00	COMMUNITY RELATIONS	01.466.325		000100231		584 00313
BRETTS LUGGAGE							
Employee Recognition	332.00	OPERATING SUPPLIES	01.466.317		1947		584 00027
BROWNELLS INC							
sht gn part/clean sup	94.67	OPERATING SUPPLIES	01.466.317		04249248.00		584 00286
BUDS & BLOOM INC							
Flowers sick/baby	119.00	EMPLOYEE RECOGNITION	01.452.242		Jan/2007		584 00179
BUIKEMA'S ACE HARDWARE							
brass screws	13.80	MAINTENANCE SUPPLIES	01.468.319		x03048		584 00117
door locks	14.38	MAINTENANCE SUPPLIES	01.468.319		y05312		584 00121
	28.18	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
C D W GOVERNMENT INC	VERITAS SOFTWARE-BKUP	30.00	SOFTWARE MAINTENANCE	01.465.255		DPQ2068	001646	P	569	00059
	VERITAS SOFTWARE-BKUP	2,731.00	SOFTWARE MAINTENANCE	01.465.255		DPS2043	001646	P	569	00060
		2,761.00	*VENDOR TOTAL							
CALE AGENCIES INC	CACE L Update	215.00	DUES & SUBSCRIPTIONS	01.466.234		30150			584	00271
	CALEA 5th edit-man	50.50	REFERENCE MATERIALS	01.466.318		5798			584	00255
	Conf. Reg. fees	425.00	TRAINING	01.466.223		5934			584	00279
		690.50	*VENDOR TOTAL							
CALL ONE	Serv for 1/15-2/14	41.05	TELEPHONE	04.410.230		1010-6377			584	00126
	Serv For 1/15-2/14	41.05	TELEPHONE	04.410.230		1010-6377			584	00127
	Serv for 1/15- 2/14	41.05	TELEPHONE	04.420.230		1010-6377			584	00128
	Serv for 1/15- 2/14	41.05	MAINTENANCE & REPAIR	01.468.244		1010-6377			584	00129
	Serv for 1/15 -2/14	1,221.02	TELEPHONE	04.420.230		1010-6377			584	00130
	Serv for 1/15- 2/14	230.52	TELEPHONE	01.467.230		1010-6377			584	00131
	Serv for 1/15 - 2/14	114.15	TELEPHONE	04.410.230		1010-6377			584	00132
	Serv for 1/15 -2/14	152.97	TELEPHONE	01.466.230		1010-6377			584	00133
	Serv for 1/15- 2/14	45.00	TELEPHONE	01.467.230		1010-6377			584	00134
	Serv for 1/15 -2/14	413.90	TELEPHONE	01.467.230		1010-6377			584	00135
	Serv for 1/15-2/14	770.31	TELEPHONE	01.465.230		1010-6377			584	00136
	Serv for 1/15- 2/14	0.83	TELEPHONE	01.465.230		1010-6377			584	00137
		3,112.90	*VENDOR TOTAL							
CANTIGNY FAREWAYS REST	DuPage Chiefs Reimbur	903.96	MEETINGS	01.466.222		157334			584	00026
CARGILL DEICING TECHNO	Salt	18,573.48	SALT	06.432.335		1816536	2413		584	00022
CARLSON PAINT-WHEATN	Volunteer Supplies	19.90	COMMUNITY RELATIONS	01.466.325		2201			584	00050

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CARLSON PAINT-WHEATN	Volunteer Supplies	8.99	COMMUNITY RELATIONS	01.466.325		2269		584 00052
		28.89	*VENDOR TOTAL					
CAROL STREAM CHAMBER O	3/4 page ad	475.00	PUBLIC NOTICES/INFORMATI	01.452.240		07/08 Direct		584 00387
CAROL STREAM LAWN P	oil tank	20.86	AUTO MAINTENANCE & REPAI	01.467.212		187642		584 00252
CAROLS GARDEN REST	meal-plow crew	210.58	OPERATING SUPPLIES	01.467.317		2/14/07		584 00176
CARQUEST	01027655							
	tensioner	40.31	PARTS PURCHASED	01.469.354		cq38123		584 00374
	tensioner for #698	42.14	PARTS PURCHASED	01.469.354		2420-47431		584 00334
	coolant bottle caps	5.22	PARTS PURCHASED	01.469.354		2420-47432		584 00335
	orifice tube,a/c serv	12.22	PARTS PURCHASED	01.469.354		2420-47485		584 00336
	comp-new scroll #632	377.25	PARTS PURCHASED	01.469.354		2420-47486		584 00337
	micro v-belt	34.04	PARTS PURCHASED	01.469.354		2420-47529		584 00341
	rad cap,belt - #654	43.42	PARTS PURCHASED	01.469.354		2420-47531		584 00340
	rtrnd defectiv parts	10.13CR	PARTS PURCHASED	01.469.354		2420-47878		584 00347
	brake rotors,disc pad	355.85	PARTS PURCHASED	01.469.354		2420-48032		584 00349
	brake rotor-#69	123.00	PARTS PURCHASED	01.469.354		2420-48039		584 00350
	switch - #632	16.72	PARTS PURCHASED	01.469.354		2420-48095		584 00353
	o-rings - #74	3.48	PARTS PURCHASED	01.469.354		2420-48234		584 00355
	manual tire changer	59.99	TOOLS	01.469.316		2420-48339		584 00356
	air filter/panel	19.18	PARTS PURCHASED	01.469.354		2420-48389		584 00357
	sensor-pressure-#614	28.43	PARTS PURCHASED	01.469.354		2420-48598		584 00359
	brake pads, rotors	305.18	PARTS PURCHASED	01.469.354		2420-48906		584 00360
	wiper blades	8.68	PARTS PURCHASED	01.469.354		2420-48912		584 00361
	wiper blades	104.16	PARTS PURCHASED	01.469.354		2420-48920		584 00362
	oil filters	118.24	PARTS PURCHASED	01.469.354		2420-49231		584 00371
	oil drain plug	5.68	PARTS PURCHASED	01.469.354		2420-49297		584 00372

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CARQUEST	01027655							
	oil & breather filter	59.24	PARTS PURCHASED	01.469.354		2420-49585		584 00375
	micro v-belts	61.62	PARTS PURCHASED	01.469.354		2420-49596		584 00376
	tensioner,idler pulle	54.07	PARTS PURCHASED	01.469.354		2420-49611		584 00377
	w/w de icer	110.70	PARTS PURCHASED	01.469.354		2420-49652		584 00378
	wiper blades,air filt	119.98	PARTS PURCHASED	01.469.354		2420-49734		584 00382
	cap screws	10.75	PARTS PURCHASED	01.469.354		2420-49827		584 00383
	rub+tire lubes,swabs	35.34	OPERATING SUPPLIES	01.469.317		2420-50167		584 00384
	battery	74.42	PARTS PURCHASED	01.469.354		2420-50167		584 00385
		2,219.18	*VENDOR TOTAL					
CASTRO/PABLO								
	MEALS -PEORIA,IL 4/4-6	119.00	TRAINING	01.466.223		TRAINING-4/4-6		569 00039
CHICAGO INTL TRUCKS								
	returned motor-credit	179.12CR	PARTS PURCHASED	01.469.354		CM102000230		584 00366
	motor for tk #65	179.12	PARTS PURCHASED	01.469.354		102000230		584 00365
	motor for tk #65	167.01	PARTS PURCHASED	01.469.354		102000249		584 00367
		167.01	*VENDOR TOTAL					
CLASSIC INDUSTRIAL								
	hooded sweatshirts	77.50	UNIFORMS	01.467.324		2967		584 00163
	hooded sweatshirts	298.75	UNIFORMS	01.467.324		3002		584 00164
		376.25	*VENDOR TOTAL					
COLT DEFENSE								
	Pask,Harker-Rifle Trn	750.00	TRAINING	01.466.223		17499		584 00034
COLUMN OFFICE EQUIPMEN								
	Sgt Copier-12/9-1/9	31.10	OFFICE EQUIPMENT MAINTEN	01.466.226		681196		584 00029
	Srgt copr 1/9-2/9	24.70	OFFICE EQUIPMENT MAINTEN	01.466.226		687429		584 00058
		55.80	*VENDOR TOTAL					
COMMONWEALTH EDISON CO								
	SRV FOR 1/26-2/26	19.40	ELECTRICITY	01.467.248		5838596003		569 00031

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
COMMONWEALTH EDISON CO SRV FOR 1/25-2/23	340.63 360.03	ELECTRICITY *VENDOR TOTAL	06.432.248	7139030002		569 00032
COMMONWEALTH EDISON CO NW-200 TUBWY 1/2-1/12	112.71	ELECTRICITY	04.410.248	01111013079		569 00061
SRV FOR 12/18 - 01/02	380.23	ELECTRICITY	04.410.248	0793651000		569 00034
SRV FOR 12/18 - 01/02	3,280.99	ELECTRICITY	04.420.248	0793651000		569 00035
SRV FOR JAN 23 - FEB 21	2,305.16	ELECTRICITY	06.432.248	4863004008		569 00033
	6,079.09	*VENDOR TOTAL				
COUNTY COURT REPORTERS I MINUTES FOR MTG 2/26	125.00	COURT RECORDER FEES	01.453.241	091879		569 00045
D P A Toner Cartridges	82.95	OFFICE SUPPLIES	01.466.314	5356		584 00036
Print Cart.	88.00	OFFICE SUPPLIES	01.464.314	5396		584 00213
Print Cart.	88.00	OFFICE SUPPLIES	01.463.314	5396		584 00214
Toner Cartridges	211.00	OFFICE SUPPLIES	01.466.314	5403		584 00043
Toner Cartridges	216.61	OFFICE SUPPLIES	01.466.314	5418		584 00047
Ink Cart-Adm	88.00	OFFICE SUPPLIES	01.460.314	5444		584 00023
Rpr prntr-Srgts	285.00	OFFICE EQUIPMENT MAINTEN	01.466.226	5478		584 00315
	1,059.56	*VENDOR TOTAL				
DAILY HERALD CLASS Tubeway Ad	145.60	PUBLIC NOTICES/INFORMATI	04.410.240	T3867318		584 00012
Violation Notice	24.57	PUBLIC NOTICES/INFORMATI	04.410.240	T3869584		584 00013
TRASH PUMP BID	35.49	PUBLIC NOTICES/INFORMATI	04.410.240	T3874283		584 00211
PUBLIC NOTICE 06255	64.61	PUBLIC NOTICES/INFORMATI	01.453.240	T3874737		584 00212
Election Filing Ad	31.85	PUBLIC NOTICES/INFORMATI	01.458.240	T3878273		584 00011
Case # 07004 PN	41.86	PUBLIC NOTICES/INFORMATI	01.453.240	T3880243		584 00219
Case # 07009 PN	63.70	PUBLIC NOTICES/INFORMATI	01.453.240	T3880250		584 00220
	407.68	*VENDOR TOTAL				

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DAILY OFFICE PRODUCTS	New Name Plates	30.00	OFFICE SUPPLIES	01.463.314		192551		584 00217
DECATUR ELECTRONICS	3 radar units	4,287.00	RADIOS	01.466.417		154388	2586	584 00033
	3 Radar units	1,500.00	RADIOS	01.466.417		155873	2586	584 00032
		2,787.00	*VENDOR TOTAL					
DELL MARKETING L.P.	Toner Cartridge	209.99	OPERATING SUPPLIES	01.461.317		U05550030		584 00463
	Keyboards	49.20	SMALL EQUIPMENT EXPENSE	01.465.350		U08966164		584 00464
		259.19	*VENDOR TOTAL					
DELUXE TOWING #1	squad tow-#654	20.00	AUTO MAINTENANCE & REPAI	01.466.212		627		584 00280
DENNIS KIRK	helmet bag	99.92	TOOLS	01.469.316		20-01310412		584 00392
DESIGNER PAPER/MULTI	State ticket books	998.99	PRINTED MATERIALS	01.466.315		185759		584 00039
	Profile Labels	183.74	PRINTED MATERIALS	01.466.315		186161		584 00045
	Property/Inv Rcpts	386.95	PRINTED MATERIALS	01.466.315		186275		584 00044
		1,569.68	*VENDOR TOTAL					
DRIVERS LICENSE GUIDE	Subscription Renewal	82.50	REFERENCE MATERIALS	01.466.318		144649		584 00317
	D.L. Guide	80.80	REFERENCE MATERIALS	01.466.318		495936		584 00284
		163.30	*VENDOR TOTAL					
DUNKIN #310164 Q35	Mtg. with Food Vendor	8.50	MEETINGS	01.460.222		0002		584 00388
DUNKIN #340859 Q35	Donuts-Radio Trng	12.98	COMMUNITY RELATIONS	01.466.325		59746		584 00293

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DUPAGE AUTO BATH								
	Car Wash-Finance	5.25	AUTO MAINTENANCE & REPAI	01.461.212		3534074		584 00452
	Car Wash-Bldg	5.25	AUTO MAINTENANCE & REPAI	01.464.212		3534074		584 00453
	Car Washes-Police	547.07	AUTO MAINTENANCE & REPAI	01.466.212		3534074		584 00454
	Car Wash - Bldg	5.25	AUTO MAINTENANCE & REPAI	01.464.212		8534074		584 00455
	Car Washes-Police	207.13	AUTO MAINTENANCE & REPAI	01.466.212		8534074		584 00456
		769.95	*VENDOR TOTAL					
DUPAGE CELLULAR COMM								
	Wireless phone batter	199.96	OPERATING SUPPLIES	01.466.317		10041031		584 00393
	Cell phone-battery	47.99	OPERATING SUPPLIES	01.465.317		10041146		584 00138
	celluar holder/chrg	74.96	OPERATING SUPPLIES	01.466.317		10041219		584 00281
		322.91	*VENDOR TOTAL					
DUPAGE COUNTY								
	DATA PROCESS-FEBR POLICE	250.00	DATA PROCESSING	01.466.247		3197	002442 P	569 00005
	DATA PROCESS-FEB/BLDG	225.00	GIS SYSTEM	01.463.257		3235		569 00050
	DATA PROCESS-FEB/ENGR	225.00	GIS SYSTEM	01.462.257		3235		569 00051
		700.00	*VENDOR TOTAL					
DUPAGE COUNTY SENIOR POL								
	REG-MAR 20TH POLICE	600.00	TRAINING	01.466.223		MAG/SUPVR GENR		569 00002
DUPAGE MAYORS-MANAGERS C								
	MTG-BREINIG FEB 21ST	35.00	MEETINGS	01.460.222		4760		569 00042
EDWARDS ENGINEERING								
	Maint agr-Jan/07	287.00	MAINTENANCE & REPAIR	01.468.244		m41715	0463	584 00109
ELEVATOR INSPECTION SERV								
	INS PERFRM FEB 20 VLG HL	45.00	MAINTENANCE & REPAIR	01.468.244		22404		569 00029
EMBEL ENTERPRISES WEB								
	Patch Pins	907.00	UNIFORMS	01.466.324		266899		584 00028

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
F L HUNTER & ASSOC INC POLYGRAPH-REC CLRK CAND	110.00	PERSONNEL HIRING	01.459.228		26352		569 00016
FACTORY CARD OUTLET #1 Volunteer Supplies	7.97	COMMUNITY RELATIONS	01.466.325		417726		584 00051
FARM AND FLEET/MONTGOM artic overall-RTurner	71.24	UNIFORMS	01.467.324		71073		584 00246
FECHHEIMER BROS CO SLaPorte uniforms	124.50	UNIFORMS	01.466.324		100270		584 00429
JGuest uniforms	41.95	UNIFORMS	01.466.324		100272		584 00413
JJohnson uniforms	54.95	UNIFORMS	01.466.324		100273		584 00414
KGeorge uniforms	154.00	UNIFORMS	01.466.324		100284		584 00415
Tloverde uniforms	47.95	UNIFORMS	01.466.324		100301		584 00416
PChacon	71.90	UNIFORMS	01.466.324		100371	2567	584 00449
Tloverde uniforms	38.50	UNIFORMS	01.466.324		101245		584 00417
SDuMoulin	124.50	UNIFORMS	01.466.324		101246	2567	584 00450
OMorales	127.90	UNIFORMS	01.466.324		102721	2567	584 00451
CREDIT-Wooley Pulley	43.95CR	UNIFORMS	01.466.324		11858		584 00418
RGarza uniforms	97.50	UNIFORMS	01.466.324		75029		584 00430
DHoffman	92.95	UNIFORMS	01.466.324		75957		584 00431
JDegnan	89.50	UNIFORMS	01.466.324		76191		584 00432
M Konior	92.85	UNIFORMS	01.466.324		76192		584 00433
CPaskevicz	12.00	UNIFORMS	01.466.324		81721		584 00434
GWalker	31.95	UNIFORMS	01.466.324		81722		584 00435
BCluever	31.95	UNIFORMS	01.466.324		81723		584 00436
LDavila	63.90	UNIFORMS	01.466.324		81724		584 00437
RRainey	39.00	UNIFORMS	01.466.324		83688		584 00438
PQuinn	93.50	UNIFORMS	01.466.324		86165		584 00439
RRainey	49.00	UNIFORMS	01.466.324		86179		584 00440
BCluever	43.95	UNIFORMS	01.466.324		86180		584 00441
JDegnan	35.15	UNIFORMS	01.466.324		86749		584 00442
GWalker	67.90	UNIFORMS	01.466.324		89594		584 00443

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
FECHHEIMER BROS CO									
	RMoravek	92.95	UNIFORMS	01.466.324		89892			584 00444
	JGuest uniforms	490.60	UNIFORMS	01.466.324		91644			584 00411
	JGuest uniforms	27.00	UNIFORMS	01.466.324		91655			584 00419
	JGuest uniforms	134.95	UNIFORMS	01.466.324		92479			584 00420
	SDumoulin	76.76	UNIFORMS	01.466.324		92486	2567		584 00445
	PQuinn shoes	86.29	UNIFORMS	01.466.324		92700			584 00421
	JJungers	7.68	UNIFORMS	01.466.324		93918	2567		584 00447
	EGrays uniforms	43.10	UNIFORMS	01.466.324		96315			584 00422
	JJohnson uniforms	31.95	UNIFORMS	01.466.324		96316			584 00423
	Tloverde uniforms	400.45	UNIFORMS	01.466.324		96318			584 00412
	SLaporte uniforms	167.50	UNIFORMS	01.466.324		96319			584 00424
	RGarza uniforms	127.50	UNIFORMS	01.466.324		96321			584 00425
	JGuest uniforms	274.50	UNIFORMS	01.466.324		96323			584 00409
	AGray uniforms	7.00	UNIFORMS	01.466.324		96330			584 00426
	EGrays uniforms	64.50	UNIFORMS	01.466.324		96331			584 00427
	AGrey uniforms	188.65	UNIFORMS	01.466.324		96332			584 00410
	AGray uniforms	23.80	UNIFORMS	01.466.324		97115			584 00428
	JMichalek	38.50	UNIFORMS	01.466.324		98249	2567		584 00448
		3,866.98	*VENDOR TOTAL						
FECHHEIMER UNIFORM									
	Handcuff/Badge Holder	32.45	UNIFORMS	01.466.324		75154			584 00297
FEDEX									
	INV SUMM FEB 28	101.67	POSTAGE	01.465.229		8-714-70936	001545	P	569 00011
	INV SUMMARY MAR 07	146.04	POSTAGE	01.465.229		8-727-89567	001545	P	569 00049
		247.71	*VENDOR TOTAL						
FIM - GURNEE									
	Noodles for Carseats	31.25	COMMUNITY RELATIONS	01.466.325		DW3523			584 00048
GILMORE/HUNTER									
	TRNG CALEA 3/13-18	468.30	TRAINING	01.466.223		MEALS/TRANS			563 00002

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GLENDAL INDUSTRIES return credit honr grd	32.75CR	OPERATING SUPPLIES	01.466.317		000		584 00289
GORDON FLESCH COMPANY Rcrd copr 12/28-1/28	208.35	OFFICE EQUIPMENT MAINTEN	01.466.226		832038		584 00056
GREGORY CONNOR CONSULTIN REG-WRKSHP JAN 25/LUCAS	195.00	TRAINING	01.466.223		IL PURSUIT WRK		569 00009
HARBOR FREIGHT TOOLS 1 tools	83.85	TOOLS	01.467.316		497216		584 00158
HARRINGTON IND PLAST # strainers	71.76	OPERATING SUPPLIES	01.467.317		02356760		584 00169
HELGERSON/STAN TRVL REIMB-GFOA -FLORIDA	149.05	MEETINGS	01.461.222		GFOA-2/28-3/05		569 00008
HILTON HOTELS CAPITAL Hotel/USCM/Ferraro	541.84	MEETINGS	01.452.222		440909A		584 00188
Hotel/USCM/Saverino	519.22	MEETINGS	01.452.222		44442A		584 00189
	1,061.06	*VENDOR TOTAL					
HILTON HOTELS DEPOSIT Hotel-White,Kalinowic	195.03	TRAINING	01.466.223		Lifesavers		584 00272
Hotel/Dep-Cooper,Fry	195.03	TRAINING	01.466.223		Lifesavers		584 00273
	390.06	*VENDOR TOTAL					
HOLIDAY INNS HOTEL & S Employee Recog.Dinner	1,000.00	EMPLOYEE RECOGNITION	01.452.242		00106850	0161	584 00006
HOWARD JR/THOMAS F SRV FOR FEB/2007	5,565.00	LEGAL FEES-PROSECUTION	01.457.235		129	002529 P	569 00058

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
I.A.E.I. 04 IL Plum Cd-Milroy	90.00	TRAINING	01.464.223		43703		584 00226
IGFOA Reg-B Wydra Mar 7-8	260.00	TRAINING	01.461.223		Adv Acctng		584 00208
IL ENVIRONMENTAL PROTECT WATER REVOLV FUND-4/15	137,655.04	LOAN PAYABLE	04.2150		BILL #5		569 00062
WATER REVOLV FUND-4/15	76,670.15	LOAN INTEREST	04.410.491		BILL #5		569 00063
	214,325.19	*VENDOR TOTAL					
ILL TACTICAL OFF ASSOC dues rnwl-Schneider	40.00	DUES & SUBSCRIPTIONS	01.466.234		2007		584 00310
ILLINOIS MUNICIPAL LEAGU MEMB 4/1/07-3/31/08	1,980.00	PRE-PAID ITEMS	01.1301		VILLAGE CLRK	001648 P	569 00036
IMAGISTICS Maint 2/7 usage 1/7	42.75	COPY EXPENSE	01.467.231		406215662		584 00097
INDUSTRIAL TOOL BOX orange barrier fence	413.32	OPERATING SUPPLIES	01.467.317		28763		584 00159
INLAD TRUCK AND VAN EQ tool bxs for T.C.	483.31	OPERATING SUPPLIES	01.467.317		10810		584 00161
INT'L CODE COUNCIL INC I-codes on CD	232.50	REFERENCE MATERIALS	01.464.318		5144669		584 00218
Cert.rnwl-Milroy	70.00	TRAINING	01.464.223		5196022		584 00216
	302.50	*VENDOR TOTAL					
INTELLIGENT SOLUTIO IT Consult 1/29-2/2	770.00	CONSULTANT	01.466.253		07-164	2553	584 00057
Consult Srv 1/2-12	1,622.50	CONSULTANT	01.466.253		07-58,07-123	2553	584 00054
Consult Srv 1/23-26	893.75	CONSULTANT	01.466.253		07-58,07-123	2553	584 00055
	3,286.25	*VENDOR TOTAL					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
INTL ASSN OF CHIEF OF dues renwl-Willing07	100.00	DUES & SUBSCRIPTIONS	01.466.234		1550872		584 00314
J.C. LICHT #1208 Paint-VLG Hall	415.12	MAINTENANCE SUPPLIES	01.468.319		1208-2593067		584 00116
Paint-Vlg Hall	182.49	MAINTENANCE SUPPLIES	01.468.319		1208-2629905		584 00123
	597.61	*VENDOR TOTAL					
JAM PACKAGING Cash Register Paper	71.46	OPERATING SUPPLIES	01.461.317		20468		584 00018
JEWEL-OSCO 3246 Teen CPA Supplies	7.73	COMMUNITY RELATIONS	01.466.325		020017118		584 00298
CPA food	4.50	COMMUNITY RELATIONS	01.466.325		324601023918		584 00295
Teen CPA Supplies	15.92	COMMUNITY RELATIONS	01.466.325		324601036018		584 00307
Teen CPA Supplies	15.17	COMMUNITY RELATIONS	01.466.325		324603005615		584 00306
	43.32	*VENDOR TOTAL					
JOE COTTEN FORD hose asy	198.86	PARTS PURCHASED	01.469.354		262772		584 00330
heater asy,accumulato	126.49	PARTS PURCHASED	01.469.354		262855		584 00352
processor	310.72	PARTS PURCHASED	01.469.354		262885		584 00351
condenser - #632	201.10	PARTS PURCHASED	01.469.354		262930		584 00354
	837.17	*VENDOR TOTAL					
JOHN E REID & ASSOC IN Larson, Pece, Tax	1,185.00	TRAINING	01.466.223		75339	2603	584 00030
JOHN MARSHALL LAWS Funding & Acctg.Wksp	35.00	TRAINING	01.461.223		HELGERSON		584 00009
KALE UNIFORMS INC JGlos	35.18	UNIFORMS	01.466.324		93608	002567 P	584 00446

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KELLER-HEARTT CO INC							
chrged twice-oil	1,156.07	PARTS PURCHASED	01.469.354		0025911		584 00380
5 W 30 oil	1,156.07	PARTS PURCHASED	01.469.354		0025911-IN		584 00379
	2,312.14	*VENDOR TOTAL					
KNOLL INC							
FURNITURE -VLG CLERK	2,351.94	OFFICE EQUIPMENT	01.458.411		2147575	001578 P	569 00040
LAERDAL MEDICAL CENTER							
Pocket masks	172.82	OPERATING SUPPLIES	01.466.317		1783253		584 00394
LENS ACE HDWE INC							
carhartt jackets	483.00	UNIFORMS	04.420.324		0517028607	2456	584 00084
carhartt jackets	178.50	UNIFORMS	01.469.324		0517028607	2456	584 00085
carhartt jackets	917.00	UNIFORMS	01.467.324		0517028607	2456	584 00086
crewneck sweatshirts	554.24	UNIFORMS	04.420.324		0517028907	2455	584 00087
crewneck sweatshirts	1,039.90	UNIFORMS	01.467.324		0517028907	2455	584 00088
crewneck sweatshirts	205.74	UNIFORMS	01.469.324		0517028907	2455	584 00089
thinsulate face mask	17.98	UNIFORMS	04.420.324		0517032506		584 00458
screwdriver, pliers	40.97	TOOLS	04.420.316		0517032907		584 00459
	3,437.33	*VENDOR TOTAL					
LEXIS-NEXIS0701210261							
Online Charges Jan 07	169.00	INVESTIGATION FUND	01.466.330		0701210261		584 00318
LIFESAVERS CONFERENCE IN							
Reg-Cooper 3/25-27	200.00	TRAINING	01.466.223		Lifesavers		584 00274
Reg-Fry 3/25-27	200.00	TRAINING	01.466.223		Lifesavers		584 00275
Reg-White 3/25-27	200.00	TRAINING	01.466.223		Lifesavers		584 00276
Reg-Kalinowicz 3/25	200.00	TRAINING	01.466.223		Lifesavers		584 00277
Reg-Jungers 3/25-27	200.00	TRAINING	01.466.223		Lifesavers		584 00278
	1,000.00	*VENDOR TOTAL					
LOWE'S #1821							
Plumb supplies	3.88	MAINTENANCE SUPPLIES	01.468.319		02625		584 00105

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
LOWE'S #1821							
Plumb supplies	25.32	MAINTENANCE SUPPLIES	01.468.319		12807		584 00104
Rpr rail-Police dpt	24.89	MAINTENANCE SUPPLIES	01.468.319		14119		584 00107
Supplies-Vlg Hall	31.21	MAINTENANCE SUPPLIES	01.468.319		14258		584 00115
Paint Supplies	30.79	MAINTENANCE SUPPLIES	01.468.319		14726		584 00106
windshield deicer was	106.92	OPERATING SUPPLIES	01.467.317		14789		584 00250
sanding sealer,washer	61.78	OPERATING SUPPLIES	01.467.317		15216		584 00243
	284.79	*VENDOR TOTAL					
MACKIE CONSULTANTS LLC SANITARY 10/03-12/31	1,741.75	CONSTRUCTION	04.410.480		14622	000279 P	569 00055
MAIL BOXES ETC. #3295 mail rapid air back	13.68	OPERATING SUPPLIES	01.469.317		1-25-07		584 00343
MARCINIAK/JOHN MEALS-TRNG 4/2-4 MN	120.00	TRAINING	01.466.223		TRNG 4/2-4		569 00048
MB FINANCIAL 28 EMPLY REGN GIFT CARDS	3,688.60	EMPLOYEE RECOGNITION	01.452.242		28 GIFT CARDS	000163 P	563 00001
MCMASTER-CARR cap screws & hex nuts	333.73	OPERATING SUPPLIES	04.420.317		59452735		584 00460
MEADE ELECTRIC COMPANY traffic sign mntc-Dec	150.00	MAINTENANCE & REPAIR	06.432.244		627657		584 00157
MENARDS GLENDALE HEIGH tees,couplings,elbow utility heater coupling, clamps	40.89 14.32 7.67 62.88	OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES *VENDOR TOTAL	01.467.317 04.420.317 01.467.317		110802 125812 156341		584 00167 584 00468 584 00253
MENARDS WEST CHICAGO repair brine sys hose	36.83	OPERATING SUPPLIES	01.467.317		026296		584 00391

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS/GLENDALE HEIGHTS returned parts	25.91CR	OPERATING SUPPLIES	01.467.317		232404		584 00168
MHP*ENGINEERING NEWS R Subsc Rnwl-Cleveland	41.95	DUES & SUBSCRIPTIONS	01.462.234		DEN711L12		584 00390
MICROSYSTEMS INC 2007 STORAGE MICROFILM	323.40	RECORDS STORAGE	01.461.232		T54654		569 00043
MICROFILM STORAGE-CLRK	100.00	RECORDS STORAGE	01.458.232		T54657		569 00047
RECORDS STORAGE-POLICE	100.00	RECORDS STORAGE	01.466.232		T54658		569 00044
	523.40	*VENDOR TOTAL					
MIDWAY TRUCK PARTS 65-5 battery	80.32	PARTS PURCHASED	01.469.354		527078		584 00332
duralite air cleaner	43.80	PARTS PURCHASED	01.469.354		527089		584 00333
	124.12	*VENDOR TOTAL					
MIDWEST METER INC credit for double chg meters	836.75CR 841.48	METERS METERS	04.420.333 04.420.333		82060 82792		584 00230 584 00231
new meters	1,795.00	METERS	04.420.333		83207	2421	584 00096
	1,799.73	*VENDOR TOTAL				2421	
MIDWEST THARPE OF IL BADGE FOR B MELLOR	14.99	OFFICE SUPPLIES	01.460.314		2007009		569 00028
MINUTEMAN PRESS Building Permit	444.88	PRINTED MATERIALS	01.464.315		16208		584 00225
BUS CARDS-ADM	193.79	PRINTED MATERIALS	01.465.315		16431		569 00064
BUS CARDS-POLICE DEPT	359.89	PRINTED MATERIALS	01.466.315		16431		569 00065
	998.56	*VENDOR TOTAL					
MONROE TRUCK EQUIPMENT returned sensoe	107.16CR	AUTO MAINTENANCE & REPAI	01.467.212		264305		584 00170

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MONROE TRUCK EQUIPMENT							
repairs mte plow pump	246.20	AUTO MAINTENANCE & REPAI	01.467.212		264451		584 00173
springs, hitches	89.74	AUTO MAINTENANCE & REPAI	01.467.212		264517		584 00175
meter flow connector	224.00	AUTO MAINTENANCE & REPAI	01.467.212		264720		584 00177
	452.78	*VENDOR TOTAL					
MORE THAN MICROGRAPHIC							
microfilm maint 2/7-8	375.00	OFFICE EQUIPMENT MAINTEN	01.464.226		085775		584 00210
MORE THE MICROGRAPHIC							
Microfilm Main	300.00	OFFICE EQUIPMENT MAINTEN	01.463.226		0085775		584 00209
MOTOROLA, INC. - ONLIN							
Livescn agr 3/07-2/08	3,867.96	OFFICE EQUIPMENT MAINTEN	01.466.226		78048799	2575	584 00031
MR. SITCO, INC							
Meter Reads 02/07	1,608.90	UTILITY BILL PROCESSING	04.410.221		50214	461394	584 00014
Meter Reads 02/07	1,608.90	UTILITY BILL PROCESSING	04.420.221		50214	461394	584 00015
	3,217.80	*VENDOR TOTAL					
NATIONAL CRIME PREVENT							
McGruff Supplies	246.15	COMMUNITY RELATIONS	01.466.325		CA6010618498		584 00305
NATIONAL WATERWORKS 22							
boots,bushing,serv bx	436.25	OPERATING SUPPLIES	04.420.317		4668615		584 00235
soft copper tubing	837.56	OPERATING SUPPLIES	04.420.317		4671622		584 00236
firemans boots-P/wks	185.00	UNIFORMS	04.420.324		4688533		584 00237
	1,458.81	*VENDOR TOTAL					
NEOPOST							
Lease Mar 07	291.95	OFFICE EQUIPMENT MAINTEN	01.465.226		4514255	0439	584 00025
NEXTEL COMMUNICATIONS							
accuweather-JANUARY/07	3.99	RADIO MAINTENANCE	01.467.227		mscaramella		584 00174

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NORTHCENTER CAMERA & PHO	PHOTO PROCESS1/26/07	54.43	OPERATING SUPPLIES	01.466.317		25563		569 00052
	PHOTO PROCESS2/02/07	3.74	OPERATING SUPPLIES	01.466.317		25590		569 00053
	PHOTO PROCESS2/09/07	70.44	OPERATING SUPPLIES	01.466.317		25611		569 00054
		128.61	*VENDOR TOTAL					
NORTHERN IL GAS CO	SRV FROM FEB 7-MAR 8	184.76	HEATING GAS	04.420.277		13-81-12-10007		569 00056
	SRV FROM FEB 8-MAR 9	80.44	HEATING GAS	04.410.277		86-60-60-11178		569 00057
		265.20	*VENDOR TOTAL					
NSC*NORTHERN SAFETY CO	range eye/ear protect	226.48	OPERATING SUPPLIES	01.466.317		102087150001		584 00285
O'HARE AIRPORT00101Q37	GFOA-Helgerson 1/07	39.00	MEETINGS	01.461.222		501237351		584 00001
OF MOSSBERG & SONS INC	shotgun part	28.00	OPERATING SUPPLIES	01.466.317		266149		584 00291
OFFICE DEPOT #1105	office supplies	19.80	OFFICE SUPPLIES	01.466.314		370775424002		584 00308
	Office supplies	605.87	OFFICE SUPPLIES	01.466.314		371286921		584 00037
	2 Drwr Filing Cabinet	706.20	SMALL EQUIPMENT EXPENSE	01.461.350		371371033001		584 00005
	2 Drwr Filing Cabinet	282.24CR	SMALL EQUIPMENT EXPENSE	01.461.350		371525082001		584 00004
	Office supplies	24.93	OFFICE SUPPLIES	01.466.314		371717384		584 00038
	Office Supplies	60.46	OFFICE SUPPLIES	01.466.314		3722181129		584 00035
	Returned items	62.70CR	OFFICE SUPPLIES	01.466.314		372347783		584 00042
	Office supplies	41.89	OFFICE SUPPLIES	01.464.314		373606230		584 00215
	PrinterCartridge	57.20	OFFICE SUPPLIES	01.459.314		373672209001		584 00241
	office supplies	85.47	OFFICE SUPPLIES	01.466.314		373708166001		584 00311
	office supplies	1.80	OFFICE SUPPLIES	01.466.314		373709808001		584 00312
	Misc. Supplies	76.76	OFFICE SUPPLIES	01.465.314		373967679001		584 00125
	Ink Cartridges	290.00	OPERATING SUPPLIES	01.461.317		374105120001		584 00019
	Office Supplies	62.88	OFFICE SUPPLIES	01.461.314		374105120001		584 00020
	Chair/Calculator	105.35	SMALL EQUIPMENT EXPENSE	01.461.350		374105120001		584 00021

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OFFICE DEPOT #1105								
	epson inkjet printer	79.99	SMALL EQUIPMENT EXPENSE	01.467.350		374325795001		584 00080
	folders	27.55	OFFICE SUPPLIES	04.420.314		374326016-01		584 00073
	Office Supplies	160.21	OFFICE SUPPLIES	01.466.314		374616209001		584 00321
	Office Supplies	35.19	OFFICE SUPPLIES	01.463.314		375240653	001	584 00224
	Folders/Gilmore	25.98	OFFICE SUPPLIES	01.466.314		375291477		584 00046
	PrinterCartridge	64.14	OFFICE SUPPLIES	01.459.314		375916004001		584 00242
	Camera Batteries	19.79	OFFICE SUPPLIES	01.463.314		376003404		584 00227
	Camera Batteries	19.79	OFFICE SUPPLIES	01.464.314		376003404		584 00228
	Misc. Supplies	10.35	OFFICE SUPPLIES	01.465.314		376112190001		584 00154
		2,236.66	*VENDOR TOTAL					
OFFICE DEPOT #674								
	CPA Supplies	25.44	COMMUNITY RELATIONS	01.466.325		372663063001		584 00319
OLIVES								
	Dinner/USCM	187.85	MEETINGS	01.452.222		4464		584 00180
OMB POLICE SUPPLY INCM								
	range cleaning suppli	49.38	OPERATING SUPPLIES	01.466.317		P0106704		584 00290
PAPERANDMORE								
	office supplies	35.97	OFFICE SUPPLIES	01.466.314		113069		584 00309
PARTY CENTRAL								
	Teen CPA Supplies	23.94	COMMUNITY RELATIONS	01.466.325		350167-001		584 00299
PAYPAL *ELEARNINGFO								
	IT Survey-Software	89.00	SOFTWARE MAINTENANCE	01.465.255		6059		584 00462
PECE/BRYAN								
	MEALS -PEORIA,IL 4/4-6	119.00	TRAINING	01.466.223		TRAINING-4/4-6		569 00038
PESI HEALTHCARE SEMINA								
	Behavior Trn-Molloy	164.00	TRAINING	01.466.223		3/28/07		584 00322

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PETROLEUM TRADERS CORP SUPPLIES	162.14	OFFICE SUPPLIES	01.466.314		NEWSHAM		584 00041
PIECZYNSKI, ATTY/LINDA ROLL CALL SUBSCRIPTION	60.00	DUES & SUBSCRIPTIONS	01.466.234		3672		569 00007
PLANT RENTALS MNTHLY RNTL MARCH/07	150.00	MAINTENANCE & REPAIR	01.468.244		24000	001558 P	569 00003
POMPS TIRE SERVICE delivery fuel	789.88	PARTS PURCHASED	01.469.354		tires		584 00325
reject & scrap credit	42.50CR	PARTS PURCHASED	01.469.354		631852		584 00326
delivery fuel	93.50	PARTS PURCHASED	01.469.354		685986		584 00324
service on tk #80	321.50	OUTSOURCING SERVICES	01.469.353		721245		584 00329
service trk #80	153.50	OUTSOURCING SERVICES	01.469.353		738394		584 00328
	1,315.88	*VENDOR TOTAL					
QDI*QUEST DIAGNOSTICS DUI Urine test	284.00	OPERATING SUPPLIES	01.466.317		9116158703		584 00282
RADCO COMMUNICATIONS I Rpr Strobe Syst #622	308.61	AUTO MAINTENANCE & REPAI	01.466.212		70273		584 00400
Portible Radio #1015	324.00	RADIO MAINTENANCE	01.466.227		70276		584 00401
Portable Radio #698	42.22	RADIO MAINTENANCE	01.466.227		70281		584 00402
Radar Swp 634,660,640	183.93	AUTO MAINTENANCE & REPAI	01.466.212		70346		584 00403
Rpr Rotator #661	37.50	AUTO MAINTENANCE & REPAI	01.466.212		70375		584 00404
Rpr Rotator #661	302.25	RADIO MAINTENANCE	01.466.227		70375		584 00405
	1,198.51	*VENDOR TOTAL					
RAY O'HERRON CO INC 0703630-in	206.15	OPERATING SUPPLIES	01.466.317		0703630-in		584 00287
0704835-in	107.75	OPERATING SUPPLIES	01.466.317		0703630-in		584 00288
	313.90	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
RED WING SHOE STORE #2 safety shoes-Paglia	100.00	UNIFORMS	01.467.324		00225014941		584 00254
RIGGS BROS INC repairs to #640	367.00	OUTSOURCING SERVICES	01.469.353		84885		584 00358
ROBERT A MCNEES & ASSOCI LGL SRV 1/26,2/15 & 20	243.00	LEGAL FEES	01.457.238		207131		569 00030
RYDIN SIGN & DECAL VEHICLE LIC/2007	5,354.90	PRINTED MATERIALS	01.461.315		216519	000458	P 569 00010
S & S MAINTENANCE (DIV T SNOW PLW-2/25-26	3,293.00	SNOW REMOVAL	01.467.266		VCS005	002451	P 569 00023
SAUBER MFG COMPANY lift gate repair	141.75	AUTO MAINTENANCE & REPAI	04.420.212		1127496		584 00229
install sheif door	249.43	AUTO MAINTENANCE & REPAI	01.467.212		1127622		584 00160
replace winch cable	248.50	AUTO MAINTENANCE & REPAI	04.420.212		1127818		584 00238
	639.68	*VENDOR TOTAL					
SCHWEPPE & SONS, INC. Teen CPA Supplies	43.24	COMMUNITY RELATIONS	01.466.325		810019		584 00296
SEARS ROEBUCK 1172 8" grinder	129.99	OPERATING SUPPLIES	01.467.317		011725311216		584 00249
SEARS ROEBUCK 5702 rotary tool for range	43.19	OPERATING SUPPLIES	01.466.317		057029015016		584 00292
SERVICE COMPONENTS INC NDC Ring	12.59	PARTS PURCHASED	01.469.354		68946-1		584 00368
drill bits	98.25	TOOLS	01.469.316		69391		584 00369
3/8" loom, lock nuts	41.81	PARTS PURCHASED	01.469.354		69391		584 00370
	152.65	*VENDOR TOTAL					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SERVICEMASTER COMMERIC Clean & Sanitize Cell	195.00	PRISONER CARE	01.466.326		131638		584 00407
SIGNS NOW Tax/ Larsen nameplate	32.00	OPERATING SUPPLIES	01.466.317		SN-31191		584 00457
SIMPLEX GRINNELL WEB P repairs sprinkler sys	863.47	MAINTENANCE & REPAIR	01.467.244		61983043		584 00155
SIR SPEEDY PRINTING PTO manuals	271.86	PRINTED MATERIALS	01.466.315		18573		584 00053
Resident Postcard	111.66	PRINTED MATERIALS	01.452.315		18586		584 00389
ID Theft Booklet	574.40	PRINTED MATERIALS	01.466.315		18592		584 00316
	957.92	*VENDOR TOTAL					
SOURCE NORTH AMERICA C fuel dispensers	108.11	PARTS PURCHASED	01.469.354		403125		584 00342
SPRINT *WIRELESS SVCS new phone	215.99	RADIO MAINTENANCE	01.467.227		dm1401036649		584 00178
serv Dec 18-Jan 17	50.57	TELEPHONE	04.410.230		760300514059		584 00139
serv Dec 18-Jan 17	72.03	TELEPHONE	04.420.230		760300514059		584 00140
serv Dec 18-Jan 17	21.76	TELEPHONE	01.465.230		760300514059		584 00141
serv Dec 18-Jan 17	193.56	TELEPHONE	01.456.230		760300514059		584 00142
serv Dec 18- Jan 17	361.23	TELEPHONE	01.466.230		760300514059		584 00143
serv Dec 18-Jan 17	64.41	TELEPHONE	01.466.230		760300514059		584 00144
serv Dec 18-Jan 17	51.57	TELEPHONE	01.466.230		760300514059		584 00145
serv Dec 18-Jan 17	115.93	TELEPHONE	01.466.230		760300514059		584 00146
serv Dec 18- Jan 17	125.56	TELEPHONE	01.466.230		760300514059		584 00147
serv Dec 18-Jan 17	156.91	TELEPHONE	01.462.230		760300514059		584 00148
serv Dec 18-Jan 17	141.07	TELEPHONE	01.464.230		760300514059		584 00149
serv Dec 18-Jan 17	49.63	TELEPHONE	01.468.230		760300514059		584 00150
serv Dec 18-Jan 17	123.86	TELEPHONE	04.420.230		760300514059		584 00151
serv Dec 18-Jan 17	81.23	TELEPHONE	01.467.230		760300514059		584 00152
Replmnt Phone-Oakland	99.98	TELEPHONE	01.466.230		760300514059		584 00153
	1,925.29	*VENDOR TOTAL					

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SQUEEGEE BROS., INC.								
	Cloth Allow-Pece	56.00	UNIFORMS	01.466.324		SB1480		584 00300
	Cloth Allow-Castro	18.00	UNIFORMS	01.466.324		SB1480		584 00301
	Cloth Allow-Tax	75.00	UNIFORMS	01.466.324		SB1480		584 00302
	Cloth Allow-Ranweiler	11.00	UNIFORMS	01.466.324		SB1480		584 00303
	Cloth Allow-Wells	33.00	UNIFORMS	01.466.324		SB1480		584 00304
		193.00	*VENDOR TOTAL					
STEINER ELECTIC								
	red hat valve	76.00	OPERATING SUPPLIES	04.420.317		S00200659402		584 00467
	red hat valve	7.19	OPERATING SUPPLIES	04.420.317		S00200659402		584 00469
		83.19	*VENDOR TOTAL					
SUNRISE CHEVROLET								
	door handle switch	42.24	PARTS PURCHASED	01.469.354		644344		584 00327
	lamp for #698	10.05	PARTS PURCHASED	01.469.354		644744		584 00346
		52.29	*VENDOR TOTAL					
SYX*TIGERDIRECT.COM								
	Floppy disk drive	32.98	OPERATING SUPPLIES	01.466.317		P82083070001		584 00398
	Digital Media	319.82	OPERATING SUPPLIES	01.466.317		P82424060001		584 00283
		352.80	*VENDOR TOTAL					
T P I								
	BLD INSPECTIONS FEB 2-15	795.00	TOWN & COUNTRY HOMES ESC	01.2230		1522	000217 P	569 00027
TAPCO								
	returned barr sheetin	758.80CR	STREET SIGNS	01.467.344		264588		584 00172
	barr shtgw/stripe	782.76	STREET SIGNS	01.467.344		264589		584 00171
		23.96	*VENDOR TOTAL					
TAUTGES / JOHN								
	STONE	245.57	CA-6	06.432.347		1079	002439 P	569 00013
	SAND	201.41	SAND	06.432.336		1079	002439 P	569 00014

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TAUTGES / JOHN								
	SNOW PLOW FEB 24	3,274.00	SNOW REMOVAL	01.467.266		207	002439 P	569 00067
	SNW PLW-FEB 26TH	2,554.00	SNOW REMOVAL	01.467.266		211	002443 P	569 00012
		6,274.98	*VENDOR TOTAL					
TAX / MATTHEW`								
	MEALS -PEORIA,IL 4/4-6	119.00	TRAINING	01.466.223		TRAINING-4/4-6		569 00037
TCL EXCAVATING INC								
	SNOW PLW 2/24& 25	7,697.00	SNOW REMOVAL	01.467.266		C1960	002444 P	569 00066
	SNW PLW FEB 26	5,393.00	SNOW REMOVAL	01.467.266		C1961	002444 P	569 00024
		13,090.00	*VENDOR TOTAL					
TEMPLE DISPLAY LTD								
	maint supplies	44.07	MAINTENANCE SUPPLIES	01.468.319		4275		584 00110
	vinyl material	127.11	MAINTENANCE SUPPLIES	01.468.319		4276		584 00111
		171.18	*VENDOR TOTAL					
TERRACE SUPPLY COMPANY								
	gas cycl 12/15-1/15	52.08	EQUIPMENT RENTAL	01.469.264		384229Z		584 00339
THE HOME DEPOT #1943								
	cabinet lock	8.34	MAINTENANCE SUPPLIES	01.468.319		0147645		584 00118
	door lock	6.34	MAINTENANCE SUPPLIES	01.468.319		0147843		584 00119
	light/paint-Vlg HL	46.82	MAINTENANCE SUPPLIES	01.468.319		0149690		584 00122
	graffiti remover,batt	37.79	OPERATING SUPPLIES	04.420.317		0207563		584 00466
	bracket,shelf,brush	72.91	OPERATING SUPPLIES	01.467.317		0234609		584 00247
	rtrn cabinet lock	8.34CR	MAINTENANCE SUPPLIES	01.468.319		0296300		584 00120
	returned 8" grinder	59.97CR	OPERATING SUPPLIES	01.467.317		0296314		584 00248
	bolts	6.47	OPERATING SUPPLIES	01.467.317		0507848		584 00244
	Restock battery suppl	105.79	OPERATING SUPPLIES	01.466.317		9977067		584 00399
		216.15	*VENDOR TOTAL					
THE UNITED STATES PLAY								
	RecDinFavors	108.50	EMPLOYEE RECOGNITION	01.452.242		9283		584 00240

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
THIRD MILLENIUM ASSOC IN	E-PAY FOR FEB07	225.00	UTILITY BILL PROCESSING	04.410.221		7356	000441	P	569 00017
	E-PAY FOR FEB07	225.00	UTILITY BILL PROCESSING	04.420.221		7356	000441	P	569 00018
	WATER BILL NOTC-FEB07	1,589.12	UTILITY BILL PROCESSING	04.410.221		7357	000442	P	569 00019
	WATER BILL NOTC-FEB07	1,589.13	UTILITY BILL PROCESSING	04.410.221		7357	000442	P	569 00020
		3,628.25	*VENDOR TOTAL						
THYSSEN KRUPP ELEVATOR	Elevator mnt-Jan/07	702.68	MAINTENANCE & REPAIR	01.468.244		626993			584 00108
TOOLS UNLIMITED #0002	tools	255.50	TOOLS	01.467.316		150730			584 00156
	vise grips,t-hand all	151.50	TOOLS	01.467.316		152810			584 00344
		407.00	*VENDOR TOTAL						
TRANSYSTEMS CORP	LIES RD RESURF PH 3-GARY	611.91	ROADWAY CAPITAL IMPROVEM	11.474.486		6(1030855)	000257	P	569 00001
TRAVEL-AIRLINES MASTERCA	APA Conf-AIRFARE/GLEES	148.79	TRAINING	01.463.223		016215359376	000001	P	584 00221
U S PAVING	SNW FLOW FEB 24	9,611.00	SNOW REMOVAL	01.467.266		2/24/07	002319	P	569 00025
	SNW FLOW FEB 26	4,342.00	SNOW REMOVAL	01.467.266		2/26/07	002319	P	569 00026
		13,953.00	*VENDOR TOTAL						
UFIRST *LAUNDRY SVCS	clean uniforms	25.59	UNIFORM CLEANING	01.467.267		410656			584 00061
	towels	24.80	MAINTENANCE SUPPLIES	01.467.319		410656			584 00062
	clean uniforms	7.26	UNIFORM CLEANING	01.468.267		410656			584 00063
	clean uniforms	30.32	UNIFORM CLEANING	01.469.267		410656			584 00064
	clean uniforms	17.37	UNIFORM CLEANING	04.420.267		410656			584 00066
	clean unifm 2/6/07	25.59	UNIFORM CLEANING	01.467.267		411665			584 00067
	towels	24.80	MAINTENANCE SUPPLIES	01.467.319		411665			584 00068
	clean unifm 2/6/07	7.26	UNIFORM CLEANING	01.468.267		411665			584 00069
	clean unifm 2/6/07	30.32	UNIFORM CLEANING	01.469.267		411665			584 00070

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
UFIRST *LAUNDRY SVCS								
	towels	28.50	OPERATING SUPPLIES	01.469.317		411665		584 00071
	clean unifm 2/6/07	17.37	UNIFORM CLEANING	04.420.267		411665		584 00072
	clean uniforms	25.59	UNIFORM CLEANING	01.467.267		412666		584 00074
	towels	24.80	MAINTENANCE SUPPLIES	01.467.319		412666		584 00075
	clean uniforms	7.26	UNIFORM CLEANING	01.468.267		412666		584 00076
	clean uniforms	84.33	UNIFORM CLEANING	01.469.267		412666		584 00077
	towels	28.50	OPERATING SUPPLIES	01.469.317		412666		584 00078
	clean uniforms	17.37	UNIFORM CLEANING	04.420.267		412666		584 00079
	clean unifm 2/13/07	25.59	UNIFORM CLEANING	01.467.267		413663		584 00090
	towels	24.80	MAINTENANCE SUPPLIES	01.467.319		413663		584 00091
	clean unifm 2/13/07	7.26	UNIFORM CLEANING	01.468.267		413663		584 00092
	clean unifm 2/13/07	37.58	UNIFORM CLEANING	01.469.267		413663		584 00093
	towels	28.50	OPERATING SUPPLIES	01.469.317		413663		584 00094
	clean unifm 2/13/07	17.37	UNIFORM CLEANING	04.420.267		413663		584 00095
	clean unifm 2/20/07	25.59	UNIFORM CLEANING	01.467.267		414677		584 00098
	towels	24.80	MAINTENANCE SUPPLIES	01.467.319		414677		584 00099
	clean unifm 2/20/07	7.26	UNIFORM CLEANING	01.468.267		414677		584 00100
	clean unifm 2/20/07	37.58	UNIFORM CLEANING	01.469.267		414677		584 00101
	towels	28.50	OPERATING SUPPLIES	01.469.317		414677		584 00102
	clean unifm 2/20/07	17.37	UNIFORM CLEANING	04.420.267		414677		584 00103
		709.23	*VENDOR TOTAL					
UNIFIRST CORP								
	towels	28.50	OPERATING SUPPLIES	01.469.317		410656		584 00065
UNITED 0162152890834	NLC/PSCP-Ferraro	178.80	MEETINGS	01.452.222		ZTP302		584 00182
UNITED 0162152890835	Ferraro-Reimb	178.80	MEETINGS	01.452.222		ZTP302		584 00183
UNITED 0162152890836	Ferraro-Reimb	178.80	MEETINGS	01.452.222		ZTP302		584 00184

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
UNITED 0162152890837 Ferraro-Reimb	178.80	MEETINGS	01.452.222		ZTP302		584 00185
UNIVERSAL CABLE CONSTRUC ST LIGHT RPLMNT-GUNDERSE	3,150.00	STREET LIGHT MAINT KNOCK	01.467.273		11 7006	002369 P	569 00004
UPS*1Z3F432T0395887834 Radar shpmnt-1/31	7.96	OPERATING SUPPLIES	01.466.317		1Z3F432T0395		584 00395
UPS*1Z3F432T0398558050 Radar shpmnt 1/31	7.96	OPERATING SUPPLIES	01.466.317		1Z3F432T0398		584 00396
UPS*1Z3F432T0399948449 Radar shpmnt 1/31	7.96	OPERATING SUPPLIES	01.466.317		1Z3F432T0399		584 00397
UPTOWN AUTO - ELM alternator for #698	107.21	PARTS PURCHASED	01.469.354		5943356		584 00331
UPTOWN AUTO - STRE cap, rotor, pump, dist, h core	219.79 34.89 254.68	PARTS PURCHASED PARTS PURCHASED *VENDOR TOTAL	01.469.354 01.469.354		5937928 5955277		584 00323 584 00348
USA BLUE BOOK elec pipe thawer	791.78	OTHER EQUIPMENT	04.420.412		314708		584 00233
VERIZON WIRELESS MESSAGI SERV FOR DEC 14-JAN 13	1,490.59	TELEPHONE	01.466.230		1623636378		584 00406
VERMEER ILLINOIS lever & yel paint	76.75	PROPERTY MAINTENANCE	01.467.272		92567		584 00162
VILLA PARK ELEC SUPPLY wire connecto-tubeway	33.81	OPERATING SUPPLIES	04.420.317		01648691		584 00234

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VILLA PARK ELEC SUPPLY	light fixture	390.00	STREET LIGHT MAINTENANCE	01.467.271		01648710		584 00251
		423.81	*VENDOR TOTAL					
VILLA PARK OFFICE EQPM	Desk Chair	149.00	SMALL EQUIPMENT EXPENSE	01.466.350		19611		584 00320
W SUBURB LIMO SEVR	USCM-Ferraro	53.00	MEETINGS	01.452.222		5005608		584 00191
	O'Hare/CS Bd. Mtg.	46.00	MEETINGS	01.452.222		5015742		584 00181
	USCM - Ferraro	46.00	MEETINGS	01.452.222		5015742		584 00192
	USCM - Ferraro	53.00	MEETINGS	01.452.222		5738273		584 00190
		198.00	*VENDOR TOTAL					
WAL MART	CPA items	9.86	COMMUNITY RELATIONS	01.466.325		53194671		584 00294
WESTSIDE TRACTOR SALES	kit	33.57	PARTS PURCHASED	01.469.354		N65716		584 00373
WHEATON TROPHY AND ENG	Engraved 2 Badges	17.50	OPERATING SUPPLIES	01.466.317		206597		584 00408
WHOLESALE DIRECT INC	795x bulbs	121.87	PARTS PURCHASED	01.469.354		000148403		584 00345
	caster, jack, snowbroom	285.54	PARTS PURCHASED	01.469.354		000148603		584 00338
	jack, radiator spot	228.17	PARTS PURCHASED	01.469.354		000148883		584 00364
	plow kit rect-2	328.83	PARTS PURCHASED	01.469.354		000149258		584 00386
	returned bulbs	113.80CR	PARTS PURCHASED	01.469.354		100004573		584 00363
		850.61	*VENDOR TOTAL					
XEROX CORPORATION #1A	Maintenance Dec 06	1,429.84	COPY EXPENSE	01.465.231		022372929	460295	584 00002
	Maintenance Jan 07	1,429.84	COPY EXPENSE	01.465.231		022833284	0295	584 00024
		2,859.68	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ZIEBELL WATER SERVIC bolts for hydrant rep	280.00	OPERATING SUPPLIES	04.420.317		190427-000		584 00232
ZIEGLER'S ACE-CAROL ST Car Keys/Batteries	26.94	OPERATING SUPPLIES	01.466.317		C08006		584 00049

BRC/ISD FINANCIAL SYSTEM
03/16/2007 09:55:48

Schedule of Bills

VILLAGE OF CAROL STREAM
GL540R-V06.74 PAGE 32

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DESCRIPTION									
REPORT TOTALS:	418,723.34								

RECORDS PRINTED - 000538

BRC/ISD FINANCIAL SYSTEM
03/16/2007 09:55:50

Schedule of Bills

VILLAGE OF CAROL STREAM
GLO60S-V06.74 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	155,849.83
04	WATER & SEWER O/M FUND	240,445.35
06	MOTOR FUEL TAX FUND	21,816.25
11	CAPITAL IMPROVEMENT FUND	611.91
TOTAL ALL FUNDS		418,723.34

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	418,723.34
TOTAL ALL BANKS		418,723.34

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY

The preceding list of bills payable was reviewed and approved for payment.

Approved by:



Joseph E Breinig – Village Manager

Date: 3/16/07

Authorized by:

Ross Ferraro – Mayor

Janice Koester, Village Clerk

Anthony Manzzullo, Village Treasurer

Date: _____

ADDENDUM WARRANTS
March 6, 2007 thru March 19, 2007

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll Feb 26, 2007- Mar 11, 2007	438,968.39
Water & Sewer	A C H	Oak Brook Bank	Payroll Feb 26, 2007- Mar 11, 2007	36,478.63
General	A C H	Ill Funds	I P B C for February, 2007	152,841.46
Water & Sewer	A C H	Ill Funds	I P B C for February, 2007	<u>12,786.50</u>
				641,074.98

Approved this _____ day of _____, 2007

By: _____
 Ross Ferraro - Mayor

 Janice Koester, Village Clerk

 Anthony Manzzullo - Village Treasurer

VILLAGE OF CAROL STREAM
REVENUE / EXPENDITURE STATEMENT L-4 3-19-07
FOR 10 MONTHS ENDED FEBRUARY 28, 2007

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	21,711,626	1,691,104.48	19,196,857.91	21,368,810	1,627,245.62	15,192,768.29	63,858.86
WATER & SEWER O/M	8,024,150	578,954.59	6,528,727.93	6,608,639	592,123.14	4,603,104.01	(13,168.55)
MOTOR FUEL TAX	2,733,633	138,164.77	1,028,037.02	7,699	172,597.08	1,640,063.23	(34,432.31)
GENERAL CORPORATE - CIP	3,573,000	43,530.70	618,707.37	3,573,000	37,342.09	1,824,739.61	6,188.61
GENEVA CROSSING - TIF	527,345	74,093.09	391,037.61	370,973	0.00	370,972.50	74,093.09
TOTAL	36,569,754.00	2,525,847.63	27,763,367.84	31,929,121.03	2,429,307.93	23,631,647.64	96,539.70

FISCAL BASIS

EARNED/MONTH		EARNED/YEAR-TO-DATE		COLLECTIONS
2005-06	2006-07	2005-06	2006-07	

SALES TAX	461,934.38	497,545.99	3,472,227.73	3,728,276.32	NOV 2006
HOME RULE SALES TAX	171,338.48	176,062.72	1,259,625.44	1,348,708.32	NOV 2006
UTILITY TAX - COM ED	167,928.44	168,643.23	1,519,414.72	1,491,225.50	JAN 2007
UTILITY TAX - TELECOM.	167,536.72	142,655.79	1,201,411.97	1,044,912.70	NOV 2006
USE TAX -NATURAL GAS	89,171.97	78,351.74	345,548.23	328,420.98	JAN 2007
INCOME TAX	269,964.34	272,245.83	1,599,344.31	1,718,935.20	NOV 2006

BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
2005-06	2006-07	2005-06	2006-07

WATER	297,502.56	279,534.17	3,586,855.37	3,234,402.16
SEWER	188,829.86	181,180.03	2,334,010.01	2,117,611.41

CASH RECEIPTS/MONTH		CASH RECEIPTS/YEAR-TO-DATE	
2005-06	2006-07	2005-06	2006-07

WATER & SEWER	495,517.24	501,376.27	5,992,039.22	5,402,520.31
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The Village is on an accrual basis of accounting and financial reporting. This report is for ease of understanding, on a cash basis, which recognizes revenues when collected and expenditures when made.

**VILLAGE OF CAROL STREAM
BALANCE SHEET**

February 28, 2007

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	989,164.62	21,088,606.14	4,426,317.02	26,504,087.78	3,062,025.57	23,442,062.21	26,504,087.78
WATER & SEWER	695,585.53	11,802,881.32	47,917,186.68	60,415,653.53	6,241,448.42	54,174,205.11	60,415,653.53
MOTOR FUEL TAX	3,365.09	2,344,986.55	34,101.47	2,382,453.11	14,185.96	2,368,267.15	2,382,453.11
GENERAL CORPORATE - CIP		12,621,062.53	136,009.18	12,757,071.71	74,097.27	12,682,974.44	12,757,071.71
GENEVA CROSSING - TIF*	823,998.06	0.00	0.00	823,998.06	0.00	823,998.06	823,998.06
TOTAL	2,512,113.30	47,857,536.54	52,513,614.35	102,883,264.19	9,391,757.22	93,491,506.97	102,883,264.19

* Funds invested in JP Morgan Bank money market fund.