

Village of Carol Stream

BOARD MEETING

AGENDA

JULY 1, 2019

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the June 17, 2019 Village Board Meeting.

C. LISTENING POST:

1. Swearing in Michael Zochert as Deputy Police Chief.
2. Introduction of New Employee – Enrique Ospina, Building Maintenance/Administration Department.
3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. #19-0008 Triumph Construction Services/Dynamic MD – 250
North Schmale Road
Special Use Permit for Motor Vehicle Service
Special Use Permit for Outdoor Activities and Operations-Parking of Trailers
CONTINUED TO JULY 22, 2019, PLAN COMMISSION MEETING
 - b. #19-0012 Simonetta Residence – 1303 Sheffield Court
Zoning Code Variation (Rear Yard Setback)
RECOMMEND APPROVAL 5-0-1
(COMMISSIONER BATTISTO RECUSED HIMSELF)

G. OLD BUSINESS:

Village of Carol Stream

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. MAP Contract Ratification. *This three year labor contract between the Village and MAP representing the Village's Police Sergeants provides terms and conditions for wages, hours and working conditions.*
2. WRC Solar Energy Assessment. *Staff recommends approval of an Engineering proposal with Jacobs Engineering for a Solar Energy Assessment on the Water Reclamation Center.*
3. Municipal Center Renovation Project Recap. *Final report and wrap-up of the Municipal Renovation Project.*
4. Recommendation to rescind approval of a contract for Sanitary Sewer Assessments with RedZone Robotics, Inc. *Based upon the review of the Village Attorney and certain conflicts within the contract documents, staff recommends that the contract for sanitary sewer assessments with RedZone Robotics, Inc. be rescinded.*

I. ORDINANCES:

1. Ordinance No. 2019-07-___ Approving a Zoning Code Variation – Rear Yard Setback (Simonetta Residence-1303 Sheffield Court). *See F.1.b.*

J. RESOLUTIONS:

1. Resolution No. ___ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus a snow plow and salt spreader from Truck 73.*

K. NEW BUSINESS:

1. Reappointments to the Board of Fire and Police Commission. *Recommendation to reappoint Keith Briggs and Eric Dunn to the Board of Fire and Police Commission each for 3 year terms.*

Village of Carol Stream

BOARD MEETING

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L. PAYMENT OF BILLS:

1. Regular Bills: June 18, 2019 through July 1, 2019.
2. Addendum Warrants: June 18, 2019 through July 1, 2019.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2019-06-20	LAST RESOLUTION	3096
NEXT ORDINANCE	2019-07-21	NEXT RESOLUTION	3097

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,
Carol Stream, DuPage County, IL

June 17, 2019

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr., Trustees John Zalak, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent:

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Village Attorney Jim Rhodes and Assistant Village Attorney Mallory Milluzzi

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the June 3, 2019 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees Zalak, LaRocca, Gieser, Frusolone and McCarthy

Abstain: 1 Trustee Schwarze

Absent 0

The motion passed.

Trustee McCarthy moved and Trustee Gieser made the second to approve the Minutes of the June 3, 2019 Regular Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees Zalak, LaRocca, Gieser, Frusolone and McCarthy

Abstain: 1 Trustee Schwarze

Absent

The motion passed.

LISTENING POST:

1. Proclamation Recognizing June 23-29, 2019 as Pride Week. *Proclamation read by Trustee Gieser.*
2. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

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

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

1. Recommendation to Approve a Contract for the Sanitary Sewer Condition Assessments.
2. Taser Study Program.
3. Phase I Engineering Services for WRC De-Watering System Replacement Project.
4. Ordinance Amending Chapter 6, Article 14, Section 1, Subpart A of the Carol Stream Code of Ordinances to adopt the latest amendment to the DuPage County Countywide Stormwater and Flood Plain Ordinances, which includes new Flood Insurance Rate Maps and Flood Insurance Study, as well as text clarifications to Article IX "Site Runoff Conveyance, Storage & Field Tiles" and Article XI "Wetlands". *(Removed from Agenda)*

5. Raffle License Application – Chicago Veterinary Medical Foundation.
6. Payment of Regular and Addendum Warrant of Bills from June 4, 2019 through June 17, 2019.
7. Treasurer’s Report: Revenue/Expenditure Statement and Balance Sheet, Month ended May 31, 2019.

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

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

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

Recommendation to Approve a Contract for the Sanitary Sewer Condition Assessments:

The Village Board approved a five year professional engineering services contract subject to attorney review for performing sanitary sewer condition assessments to RedZone Robotics, Inc. in a total amount of \$1,049,118.40, \$209,823.68 per year for five years, pursuant to Section 5-8-14(A) of the Carol Stream Code of Ordinances.

Taser Study Program:

The Village Board approved entering into an agreement with Axon to implement a Taser study program for a period of two years.

Phase I Engineering Services for WRC De-Watering System Replacement Project:

The Village Board approved an Engineering Services Agreement for Phase I engineering services with Baxter & Woodman in the amount of \$38,000.

Ordinance Amending Chapter 6, Article 14, Section 1, Subpart A of the Carol Stream Code of Ordinances to adopt the latest amendment to the DuPage County Countywide Stormwater and Flood Plain Ordinance, which includes new Flood Insurance Rate Maps and Flood Insurance Study, as well as text clarifications to Article IX “Site Runoff Conveyance, Storage & Field Tiles” and Article XI “Wetlands”:

Removed from agenda.

Raffle License Application – Chicago Veterinary Medical Foundation:

The Village Board approved a raffle license and waived the fee and manager's fidelity bond for the Chicago Veterinary Medical Foundation for their Charity Dog Show at Ross Ferraro Town Center on September 22, 2019 with pre-sales starting on June 18, 2019.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated June 17, 2019 in the amount of \$1,445,440.64. The Village Board approved the payment of Addendum Warrant of Bills from June 4, 2019 thru June 17, 2019 in the amount of \$716,686.08.

Treasurer's Report:

The Village Board received the revenue/expenditure statements and balance sheet for the month ended May 31, 2019.

Report of Officers:

Trustee LaRocca wished everyone a healthy and safe summer. Please be cautious and watch out for bikers and children.

Trustee Gieser stated the bike path is well used and is a great amenity. He thanked the Rotary club for their donation to the parade. If you would like to participate in the parade, please register at www.carolstreamparade.com.

Trustee Schwarze stated to Please Shop Carol Stream.

Trustee Zalak communicated that President Clinton declared June Pride month in 2000. He is proud to be a part of the Village Board proclaiming Pride Week.

Trustee Frusolone stated Carol Stream is a great and diverse town. She also expressed her gratitude for the Village proclaiming Pride Week.

Trustee McCarthy stated to try to come out on Thursdays to the concerts – food at 6pm, music at 7pm. Entertainment is free thanks to our sponsors.

Village Clerk Czarniecki expressed her gratitude for the Village proclaiming Pride Week. Keep our military in your thoughts.

Village Attorney Rhodes reviewed the legislative session.

Village Manager Mellor stated retired Engineering Director Jim Knudsen was instrumental in helping with the bike paths. He introduced Bill Cleveland as Acting Director of Engineering. Village Manager Mellor also stated the first 2 split the pots were donated back to Carol Stream which the winners were residents and guests.

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
June 24, 2019.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Dave Creighton, Angelo Christopher, John Meneghini, Frank Petella, Charlie Tucek, Michael Battisto, Chairman Frank Parisi.

Absent:

Also Present: Tom Farace, Planning and Economic Development Manager; and Jane Lentino, Secretary.

MINUTES:

Commissioner Meneghini moved and Commissioner Petella seconded the motion to approve the minutes of the meeting held on April 8, 2019.

The results of the roll call vote were:

Ayes: 7 Commissioners Creighton, Christopher, Petella, Meneghini, Battisto, Tucek, Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

PUBLIC HEARING:

Chairman Parisi asked for a motion to open the Public Hearing. Commissioner Creighton moved and Commissioner Tucek seconded the motion.

The motion was passed by unanimous vote.

**Case #19-0008 – Triumph Construction Services/Dynamic MD – 250 North Schmale Road
A Special Use Permit for Motor Vehicle Service
A Special Use Permit for Outdoor Activities and Operations – Parking of Trailers**

The Commission received memorandum stating that, due to an error found in the Public Notice that was published in the newspaper, Staff recommends the case be continued.

Chairman Parisi asked for a motion to continue Case #19-0008 to the July 22, 2019, meeting. Commissioner Creighton moved and Commissioner Christopher seconded the motion.

The motion was passed by unanimous vote.

Case #19-0012 – Simonetta Residence – 1303 Sheffield Court
Zoning Code Variation (Rear Yard Setback)

Commissioner Battisto recused himself and left the Boardroom.

Chairman Parisi swore in Anthony Simonetta, 1303 Sheffield Court, Carol Stream, IL.

Mr. Simonetta stated that he is requesting a setback variation for his home at 1303 Sheffield Court to construct a three-season room. He stated that he and his family live on the lake at Tedrahn Park and has done improvements to the property, including an addition to the kitchen, a great room, a deck, and a small patio.

Mr. Simonetta stated that they are looking for a variance due to the shape of the lot. He stated that they backup to the lake, and that the house is close to 40 feet from the front setback, and that the front setbacks are generally 25 feet. He stated that they can only do improvements to the back of the home. He stated that, rather than moving, he would like to stay in Carol Stream and add onto the house.

Mr. Simonetta stated they did research and the contractor suggested that he would be able to add a room to match the great room addition. He stated that the lot is pie shape and backs up to the Park District property which consists of tall grasses, weeds, natural grasses and foliage. He stated that they don't see the neighbors on either side and the neighbors don't see them.

Mr. Simonetta stated that he applied for a permit which was denied because the setback rule stated that they needed to be 30 feet from the property line and the plans are for a 25 foot setback. He clarified that the plan shows that the addition would be 12 feet wide and 15 feet coming from the house, and to be even with the deck which would require an extra five feet.

Mr. Simonetta stated that his home is set farthest back on his property as compared to other homes in the subdivision. He stated that there were four circumstances in the last 11 years where the Village of Carol Stream granted similar variances according to the Staff report, and that there have been homes that did the work without a permit that were approved after the fact. He stated that he is trying to do it the right way by getting the permit beforehand and not having to address this in the future.

Chairman Parisi asked for questions from the audience.

Ms. Antoinetta SanFelice, 1316 Sheffield Court, stated that she is Mr. Simonetta's neighbor and they support Mr. Simonetta's request for variance. She stated that he is improving the home and it is not going to bother them.

Chairman Parisi asked Mr. Farace for the Staff report.

Mr. Farace stated that the applicant is seeking the approval of a variation for a rear yard setback encroachment, and has indicated that the property is zoned R-3 which requires a 30-foot rear yard setback. He stated that the applicant is seeking approval to construct a three-season room that would be 12 feet in width by 15 feet in depth and would extend off the rear of the house at the northeast corner. He stated that the 15 foot depth would encroach approximately five feet into the rear yard setback. He stated that the applicant provided photos of the raised deck that extends off the rear of the house along with a fire pit, and there was a patio that had been removed in anticipation of constructing the addition.

Mr. Farace stated that a five-foot setback variation is being requested and that Staff looks at any unique circumstances or any hardships. He stated that Staff understands it backs up to a lake or a park district property versus another residential property, and that Staff looks at the Code to see where the room addition could be reconfigured as a way to maintain the setback.

Mr. Farace stated that Staff acknowledges that the home is set back substantially on the property, as the setback for the front yard in the R-3 district is 25 feet. He stated that it's not uncommon for properties on courts or cul-de-sacs for the home to be placed a little further back from the front yard setback. He stated that, in this case, the home is more than 40 feet from the front yard property line, causing some constraint.

Mr. Farace stated that the Staff report listed similar properties that were reviewed by the Plan Commission regarding setback variations in the past 10 to 12 years. He stated that Staff did recommend denial of these requests as well, however, the Plan Commission recommended approval and the Village Board approved all of the requests that were listed.

Mr. Farace stated that from Staff's perspective, denial is recommended based on the code requirement and findings of fact. He requested that if the Plan Commission finds it appropriate to grant the five foot setback variation, to provide a specific hardship in the justification measures for that variation request.

Chairman Parisi asked for questions from the Commission.

Commissioner Tucek stated that 1312 Sheffield, which is across the cul de sac, appeared to receive approval for the same variance that Mr. Simonetta is asking for.

Mr. Simonetta stated that the patio with a covering was likely done without a permit, and that the neighbor doesn't live there anymore.

Commissioner Creighton asked Mr. Farace what the purpose of the 30 foot setback is.

Mr. Farace stated that it is to make sure that there's adequate space in the rear yard and that, in most instances, it will be yard to yard or resident to resident. He stated that is for maintaining adequate open space for drainage purposes and so there is room for things that would be found in a typical backyard, such as playground equipment.

Commissioner Creighton asked if the structure would encroach upon the 30% space in terms of lot coverage.

Mr. Farace stated that the applicant would be within the 30% requirement.

Commissioner Christopher estimated that Mr. Simonetta is asking for five and a half feet, and there have been cases where 18 foot variation has been approved and the work was done without a permit. He stated it's important to be a good Village and a good neighbor, and that the Commission should work with Mr. Simonetta. He stated that Mr. Simonetta should be granted his request.

Commissioner Petella stated that he agrees with Commissioner Christopher. He stated that a three season room will not interfere with the neighbors, and the front setback is a unique situation.

Commissioner Meneghini stated that there is a specific and unique circumstance here in that the property backs up to Lake Tedrahn, and that the variance should be granted.

Chairman Parisi stated that he agrees with Commissioner Meneghini. He stated that the intent of the setback is for a residential property being behind a residential property, and the Park District is behind this property. He stated that this property is set back more than the other two properties on the cul de

sac. He also stated the Commission appreciates Mr. Simonetta proceeding in the correct manner by applying for the permit and variances.

Chairman Parisi asked for a motion to recommend approval to allow for the rear yard setback variation. Commissioner Meneghini moved and Commissioner Petella seconded the motion,

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Petella, Meneghini, Tucek, Chairman Parisi.

Nays: 0

Abstain: 2 Commissioners Creighton and Battisto.

Absent: 0

This case will go before the Village Board of Trustees on Monday, July 1, 2019, at 7:30 PM for formal approval.

Commissioner Battisto returned to the Boardroom.

Chairman Parisi asked for a motion to close Public Hearing. Commissioner Creighton moved and Commissioner Christopher seconded the motion.

PRESENTATION:

Mr. Farace introduced the consultants from Houseal Lavigne Associates.

Ms. Carly Petersen, introduced herself and Ms. Jackie Wells, and stated that they have returned to discuss the current phase of the Unified Development Ordinance Project. She stated that this phase presented a preliminary recommendations memo for review by the Commission.

Ms. Jackie Wells presented an overview of key recommendations in the following section of the code:

- 1.) General Provisions
- 2.) Definitions
- 3.) District Standards

Chairman Parisi asked for an example of a flood plain buy out property.

Ms. Wells stated that an example of floodplain buyout properties are properties around Armstrong Park.

Chairman Parisi asked the difference between flood plain buyout properties and the open space district.

Ms. Wells stated a good example would be that the R-1 district, which is a residential zoning district that only has two properties that are actually residential uses. She stated that the uses are churches, the Fire Station, and parks, and that they are proposing to eliminate and then rezone those properties to a more appropriate district where the parks might be open space and then the churches could remain in other residential districts that aren't being changed.

Commissioner Creighton asked about internally constructed or attached accessory dwelling units meant for in-law arrangements, and expressed concern that they could potentially be used as rental income property.

Ms. Wells stated that other municipalities regulate internally constructed or attached accessory dwelling units by maintaining that it has to be occupied by a family member.

Commissioner Battisto expressed concern about adding verbiage that allows additional family members becoming multiple families.

Ms. Wells stated that they will be exploring different municipalities, and how it is regulated, to be sure that it is uniquely specific to Carol Stream in order to prevent overcrowding or change to the character of the neighborhood.

Chairman Parisi asked how to define an auxiliary space versus an addition that is meant to add living space to the main family unit.

Ms. Wells stated that an accessory dwelling unit would have all of the components of a normal dwelling unit; an extra kitchen, bathroom, and bedroom.

Mr. Farace stated that the Building Code currently does not allow it.

Chairman Parisi stated that it has to be very definitive.

Commissioner Battisto stated that there would be ways to know if it is a rental, such as the structure having its own entrance.

Commissioner Petella asked if the new code is proposing that there will not have to be as many Special Uses going before the Commission. He also expressed concern for proper lighting in areas that would involve activities for children.

Mr. Farace stated that it would depend upon the business.

Commissioner Creighton asked how flexible the wording will be looking toward the future technology and business.

Ms. Wells stated that the code is outdated and they are trying to bring it into 2019, and that in 10 years there might be more issues not yet thought of.

Chairman Parisi asked about medical and recreational marijuana dispensaries, and stated that although the State has allowed the use of medicinal marijuana, the Village has prohibited that permitted use by making it a Special Use.

Ms. Wells stated that all of the regulations for recreational marijuana haven't come out yet, so they are waiting on further instruction from the State. She stated that municipalities are not required to make space for marijuana related uses, and her understanding is that it would be the municipality's prerogative.

Commissioner Creighton stated that medicinal marijuana is regulated to be a certain amount of feet from a school, so they'll likely do the same with recreational marijuana.

Ms. Wells stated that the licensing process would be different, clarifying that a medical marijuana licensed facility would not be permitted to sell to someone that does not have a medical marijuana card.

Chairman Parisi asked if the Village of Carol Stream is prepared to allow that as a permitted use.

Mr. Farace stated that issue will be discussed at the Village Board level, and that, currently, a medical marijuana dispensary or a cultivation center is allowed as a special use in the industrial district with specific parameters.

Ms. Wells stated that a lot of municipalities are approaching it the same way, where it is permitted in an industrial district, in other commercial districts, or an area that isn't in the middle of their downtown. She also stated that they will be addressing it as advisement comes from the State.

Commissioner Battisto asked if the use for logistics related trailer lots in the industrial district is related to the increase in shipping.

Ms. Wells stated that it was and that Staff requested to look for a better way to regulate the storage of trailers in the industrial district.

Continuing the discussion, Ms. Wells highlighted the next proposed sections:

- 4.) Use Specific Standards
- 5.) Development Standards

Chairman Parisi asked if looped parking lines would remain.

Mr. Farace stated that it would.

Commissioner Tucek asked to explain what quantifies what is appropriate and is not appropriate with regard to subjective goals for things like landscaping or parking requirements.

Ms. Wells stated they would start with storm water management as that is quantifiable.

Chairman Parisi asked if a bio-swale would be a requirement in parking lots.

Ms. Wells stated that it would not be a requirement and that there are other landscaping requirements that would have the same effect that aren't as expensive. She stated that it would be an option, but not a requirement.

Commissioner Petella asked about wind energy and the noise wind turbines incur.

Ms. Wells stated that there are also safety concerns and that they are difficult to regulate.

Chairman Parisi asked Mr. Farace if he was in agreement with the site plan review process.

Mr. Farace stated absolutely, and that it was discussed thoroughly.

Chairman Parisi stated that he likes it because Staff can act as a filter to the Commission.

Ms. Wells stated that there would be a very clear standard of review for Staff.

Commissioner Creighton asked if they are looking at ways to allow routine cases to become administrative instead of going to the Commission.

Ms. Wells stated yes, with the support of Staff and the Board.

Commissioner Tucek asked where antenna technology is going and how is it going to be addressed as 5G is going to be little antennas, and if Carol Stream is on the right track.

Ms. Wells stated that towers used to be big and now that they are small and located in the right of way. She stated that they will be addressed in the right of way ordinance.

Mr. Farace stated that they are already in the right of way on light poles, and Staff worked with the Village attorney on the right of way ordinance.

Ms. Wells stated that the next update will be August 26 with recommendations for District Standards.

Commissioner Petella asked if this will be presented to the general population.

Ms. Wells stated that there will be public hearings and open houses.

Ms. Peterson stated that they are still taking public comments via the website.

NEW BUSINESS:

Mr. Farace presented the annual report for the directives that were established in Comprehensive Plan, which was updated three years ago. He stated that he listed the items that have been worked on from a land use and development perspective, from a land use and development perspective, an economic development perspective, housing and transportation initiatives perspective, engineering and national environment perspective, and also image and identity perspective.

Mr. Farace stated that the update is for informational purposes.

OLD BUSINESS:

OTHER BUSINESS:

Mr. Farace stated that there were no items scheduled for the Plan Commission meeting scheduled for July 8, 2019.

Chairman Parisi asked for a motion to cancel the Plan Commission meeting scheduled for July 8, 2019. Commissioner Meneghini moved and Commissioner Battisto seconded the motion.

The motion passed by unanimous vote.

ADJOURNMENT:

At 8:25pm Commissioner Meneghini moved and Commissioner Tucek seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Jane Lentino
Community Development Secretary

Minutes approved by Plan Commission on this ____ day of _____, 20____.

Chairman

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager *TF*

THROUGH: Donald T. Bastian, Community Development Director *DB*

DATE: June 25, 2019

RE: **Agenda Item for the Village Board Meeting of July 1, 2019**
PC/ZBA Case 19-0012, Simonetta Residence – 1303 Sheffield Court, Zoning Code Variation – Rear Yard Setback (Three Season Room Addition)

Anthony and Nicki Simonetta, owners and occupants of the home at 1303 Sheffield Court, request approval of a Zoning Code Variation to allow a proposed three-season room to encroach five feet into the 30-foot rear yard setback. A three-season room, measuring 12 feet in width by 15 feet in length (180 square feet in area) is proposed at the northeast corner of the house in place of a recently removed patio. The applicants also have a raised deck and fire pit in their backyard, and wish to use their backyard for multiple seasons and out of the weather elements.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on June 21, 2019. At its meeting on June 24, 2019, by a vote of 5-0-1, with a member recusing himself, the PC/ZBA recommended approval of the Zoning Code Variation citing the location of the property adjacent to a Park District property (Tedrahn Lake) and the placement of the home further from the front yard setback than normally required per Code as justifications for the positive recommendation.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Code Variation for the Simonetta Residence subject to the condition contained within the Ordinance, and adopt the necessary Ordinance.

ec: Anthony and Nicki Simonetta (via email)

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Caryl Rebholz, Human Resources Director

DATE: June 21, 2019

RE: MAP Contract Ratification

Attached is the collective bargaining agreement and side letter between the Village of Carol Stream and the Metropolitan Alliance of Police Chapter 537 representing our Police Sergeants. This agreement contains terms and conditions tentatively agreed to during the course of negotiations which began on March 14, 2019. The employees represented by MAP have voted to ratify the agreement, with key provisions listed below:

1. Term of agreement: 3 years expiring April 30, 2022
2. 3% General Wage Adjustment on 5/1/19
3. 3% General Wage Adjustment on 5/1/20
4. 2.75% General Wage Adjustment on 5/1/21
5. Educational reimbursement limits reduced beginning 5/1/19
6. Side letter clarifying certain terms within Public Act 100-389 regarding drug testing following officer involved shootings

The 5/1/19 general wage adjustment is consistent with wages provided for the Village's Police Officers represented by the Fraternal Order of Police, as well as all non-union employees.

Discussions with the Union proceeded amicably throughout negotiations and involved a cooperative effort between both parties to develop terms and conditions considered acceptable. Discussions between the Village and 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 a testament to good faith efforts by both parties to reach a cooperative, longer-term contract that is hopefully further solidified by your approval of this agreement. Staff recommends approval of the attached successor agreement.

Cc: Robert Mellor, Village Manager
Joseph Carey, Assistant Village Manager
Ed Sailer, Police Chief
Robert Smith, Clark Baird Smith LLP

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF CAROL STREAM
AND
METROPOLITAN ALLIANCE OF POLICE, CHAPTER 537

May 1, 2019 Through April 30, 2022

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ARTICLE I PREAMBLE

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

ARTICLE II RECOGNITION

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

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

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

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

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

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

ARTICLE III MANAGEMENT RIGHTS

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

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

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

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

ARTICLE IV HOURS OF WORK

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

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

Section C. Work Day Defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V LAYOFFS

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

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

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

ARTICLE VI SENIORITY

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

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

ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

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

Section B. Holiday Pay.

1. In those cases where a sergeant is required to work one of these holidays, the sergeant will be compensated at one and one-half (1-1/2) times his/her regular pay for hours worked on the holiday.
 - (a) In addition, the sergeant may also elect to:
 - (1) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
 - (2) Accrue eight (8) hours of holiday time provided that the sergeant at the time of the holiday has 64 or less hours of holiday time available for use.
2. If the holiday falls on a regularly scheduled day off, the sergeant will:
 - (a) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
 - (b) Accrue eight (8) hours of holiday time, if the sergeant at the time of the holiday has 64 or less hours of holiday time available for use.
3. Before a sergeant shall be entitled to holiday pay, the sergeant must work the day preceding and following the holiday unless said absence is authorized for scheduled vacation, verified illness, bereavement leave or other verified leave, including regularly scheduled days off.
4. As used in this section, a holiday shall be measured by the length of the sergeant's actual scheduled workday under Article IV, above, whether eight (8) hours or twelve (12) hours, as applicable. Sergeants whose regularly scheduled shift both (i) starts at or after 1700 on December 31, and (ii) ends at or before 1800 hours on January 1, shall be deemed to be working on New Year's Day for purposes of this section.

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

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

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

ARTICLE VIII VACATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX SICK LEAVE

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

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

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

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

Section D. Sick Leave Procedures. Notice of absence due to sickness or injury shall be given by the sergeant to the on-duty supervisor two (2) hours in advance of the starting time for the scheduled work period. In the event sick leave is taken for more than two (2) consecutive days, or for family members who are not a permanent resident of the sergeant's household, the sergeant may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the sergeant's expense. The Village Manager's Office shall provide to the doctor a detailed list of the daily activities of the sergeant to assist in the determination of the sergeant's work capabilities. Said doctor's certificate shall be required for all absences for

more than five (5) consecutive days, and in all cases shall include a statement by the doctor as to the sergeant's physical or mental ability to return to normal duties at the sergeant's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period.

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

Section F. Personal Leave Incentive. As an incentive for employees, encouraging minimal use of sick leave, \$250.00 will be provided to any regular full time employee who does not use sick leave within a calendar year. In order to be eligible the following criteria must be met:

- The employee's sick leave usage for the entire 12 month period, from January 1 – December 31, must be 0 hours.
- The employee must have worked the entire 12 month period.

ARTICLE X BEREAVEMENT LEAVE

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

ARTICLE XI UNIFORMS

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

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

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

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

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

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

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

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

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

ARTICLE XII GROUP INSURANCE

Section A. Life Insurance.

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

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

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

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

Section B. Health Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII EDUCATIONAL REIMBURSEMENT

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

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

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

Beginning May 1, 2017 – April 30, 2018 an employee may receive up to \$10,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

Beginning May 1, 2018, an employee may receive up to \$8,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

Beginning May 1, 2019, an employee may receive up to \$5,000.00 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

The Chief of Police or his designee will inform bargaining unit employees which courses and how much educational reimbursement funds have been included in a Village proposed budget. Educational reimbursements will be made to bargaining unit employees in accordance with their class and/or course requests and as tentatively approved during the Budget review process generally conducted annually during the month of December subject to the above limitations. However, the Union understands and acknowledges that the final decision regarding the

availability of educational reimbursement funds will not be known until the fiscal year budget is approved by the Village Board on or around May 1 of each year.

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

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

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

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

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

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

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

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

Notes:

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

ARTICLE XIV TRAINING REIMBURSEMENT

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

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

ARTICLE XV WAGES

Wages. Bargaining unit members shall receive increases to their existing wage schedule as follows:

- a. Effective May 1, 2019, 3% across the board increase.
- b. Effective May 1, 2020, 3% across the board increase.
- c. Effective May 1, 2021, 2.75% across the board increase.

As a result, the wage schedule will be as follows:

	5/1/2019	5/1/2020	5/1/2021
START	104,261.54	107,389.39	110,342.60
After 2 years	109,997.40	113,297.32	116,413.00
After 4 years	116,045.15	119,526.50	122,813.48

After 6 years 122,492.21 126,166.98 129,636.57

Step movement shall occur on the anniversary date of the employee's promotion to the rank of sergeant. The above wage schedule shall be retroactive to the dates indicated for all hours worked or paid. Retroactive paychecks shall be issued within twenty-one (21) days of execution of this agreement to all active Sergeants.

ARTICLE XVI LABOR MANAGEMENT CONFERENCES

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

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

ARTICLE XVII NO STRIKE

Section A. No Strike/No Lockout. During the term of this Agreement, neither the Chapter nor any sergeants, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or any other interference with the work and the statutory function or obligations of the Village. Each employee who holds the position of Bargaining Unit Representative (B.U.R.) occupies a position of special trust and responsibility in maintaining compliance with this Section. In the event of a violation of this Section, the Chapter and its representatives agree to inform its members of their obligations under this Agreement and direct them to return to work. The Village shall not lock out employees in violation of Section 14(m) of the Illinois Public Labor Relations Act, Illinois Compiled Statutes, 5 ILCS 315/14.

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

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

solely to the issue of whether the employee(s) violated Section A of this Article. The appropriate penalty is left to the Village.

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

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

ARTICLE XVIII GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and no further action may be taken. Failure of the Village to respond within the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

ARTICLE XIX DISCIPLINE

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

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

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

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

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

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

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

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

ARTICLE XX DRUG & ALCOHOL TESTING/

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

ARTICLE XXI ENTIRE AGREEMENT

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

ARTICLE XXII SAVINGS CLAUSE

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

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

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

ARTICLE XXIII DUES DEDUCTION AND INDEMNIFICATION

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

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

ARTICLE XXIV RESIDENCY

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

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

ARTICLE XXV SOLCITATION

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

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

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

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

ARTICLE XXVI TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2022. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

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

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

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

VILLAGE OF CAROL STREAM

By: _____


ATTEST:

Village Clerk

**METROPOLITAN ALLIANCE OF
POLICE, CHAPTER 537**

By:  _____

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

 _____
Keith George
President, Metropolitan Alliance of Police

APPENDIX A

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

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

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

Day Shift

Shift hours 0600-1800

2 positions (A and B Platoons)

Night Shift

Shift hours 1800-0600

2 positions (A and B Platoons)


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

Side Letter of Agreement

Drug Testing Following Officer Involved Shootings

The Village of Carol Stream ("Village"), the Metropolitan Alliance of Police Chapter 537 ("Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. Union members shall be required to abide by the Village's General Order regarding "Officer-Involved Shootings and Deaths" (G.O. 305), including the requirement that each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

By: 
MAP Chapter #537

By: _____
Village of Carol Stream

Date: 06/19/19


Date: _____

By: 
Metropolitan Alliance of Police

Date: 6/14/19

Village of Carol Stream
Interoffice Memorandum

MEMO TO: Bob Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: June 20, 2019

RE: Motion to Approve WRC Solar Energy Assessment – Jacobs Engineering

Over the past ten years the Village has made efforts to reduce energy consumption costs at the Water Reclamation Center (WRC). Through selection of energy-efficient equipment and changes to various processes, some energy reduction has been realized. In addition, we are currently participating in the ComEd Strategic Energy Management (SEM) program, a two-year effort to identify low-cost and no-cost energy-saving strategies.

Another opportunity to significantly reduce WRC energy consumption may be through use of a renewable energy source – specifically solar power. The first step in determining if this is an attractive option for Carol Stream would be to conduct a feasibility analysis. Jacobs Engineering has a solar energy team with experience in designing and constructing renewable energy systems across the country. I have solicited a proposal from Jacobs to conduct a solar energy assessment for meeting some portion of the WRC electrical demand through the installation and operation of a solar energy system.

Attached is a scope of work and cost proposal from Jacobs Engineering in the amount of \$12,800, which would provide the following:

- Preliminary review and assessment of site for solar installations
- Preliminary financial analysis of solar options
- All-in capital costs
- Estimated annual maintenance and operation costs
- Estimated energy cost-savings
- Preliminary analysis of existing financial incentives (renewable energy credits, state and federal rebates/incentives, grants, etc.)
- Simple cost-analysis of two financing options:
 - Owned and operated by Village
 - Owned and operated by third-party as part of power purchase and land-lease agreements

Page Two
June 20, 2019

You may recall that the current 10-year WRC operating and management agreement requires Jacobs to provide the Village with \$50,000 worth of free engineering services in the first five years of the agreement, and another \$50,000 in the second five years.

We are in year four of the ten-year agreement and have to date utilized \$32,298.28 of the first \$50,000 (which we expended on various permit compliance projects such as the Phosphorous Optimization Study), leaving a balance of over \$17,701.72. Using this available funding on the solar assessment would bring us to a total expended of \$45,097.28 in this first five-year period. The project should be completed in approximately eight weeks, which would allow us to review and consider results and recommendations on schedule with preparations for the next fiscal year.

I am recommending that the Mayor and Village Board approve the attached proposal with Jacobs Engineering for a Solar Energy Assessment. No funds would be expended for this project, but the engineering "credit" established in the Management and Operations Agreement would be reduced by \$12,800.

Attachment



O&M Services
9191 South Jamaica Street
Englewood, Colorado 80112

June 19, 2019

Mr. Phil Modaff
Director of Public Works
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

Subject: Proposal for Out of Scope Services Solar Energy Assessment at Carol Stream Water Reclamation Center (the "Proposal").

Dear Mr. Modaff:

Pursuant to Section 2.28 of the Amended and Restated Agreement for Operations, Maintenance and Management Services for the Village of Carol Stream dated December 7, 2015 (the "Agreement"), Operations Management International Inc. ("OMI") agreed to grant the Village of Carol Stream a \$50,000 credit toward certain engineering services for the first five years of the contract in addition to those annual O&M Services set forth in the Agreement. Accordingly, OMI herein submits this Proposal to the Village to provide the following engineering services through its affiliate CH2M Hill Engineers, Inc.

Background

The Village of Carol Stream (Owner) is interested in assessing the potential for solar power at the Carol Stream Water Reclamation Center. The goal would be to maximize the available land and roof areas for solar installations to increase sustainability and efficiency at the plant.

Services

CH2M will prepare a Solar Energy Assessment at the Carol Stream Water Reclamation Center in accordance with the Owner's goals set forth in the Background section of this Proposal. This assessment will be delivered through a Technical Memorandum. CH2M Services will be performed in accordance with the Professional Services Agreement attached hereto.

Schedule

CH2M is prepared to engage in this effort as soon as possible following approval from OMI and the Owner. The proposed schedule is noted below:

Start Analysis: July 2nd, 2019 (NTP from Carol Stream)
Draft Technical Memorandum Completed: August 16, 2019
Final Technical Memorandum Completed: August 30, 2019

Compensation

It is estimated that CH2M will complete the services on a time and materials bases for a not-to-exceed fee of \$12,800. This fee of \$12,800 will be off set against the \$50,000 credit set forth in Section 2.28 of the Agreement in addition to those previous engineering services performed on or

about November 25th, 2016 in the amount of \$32,297.28. Therefore, a total of \$45,097.28 in services will have been performed to date in accordance with Section 2.28 upon the completion of the services set forth herein.

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the Agreement and this Proposal, this Proposal shall govern. If these terms are agreeable to you, please sign and return both copies of this letter. We will return one fully executed original for your files.

OMI appreciates the opportunity to provide these additional services to the Village of Carol Stream.

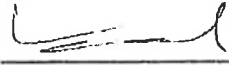
Sincerely,



Nicholas Lenzi
OMI
Project Manager

All parties indicate their approval of the above described services by their signature below.

Authorized by:
Operations Management
International, Inc.



Name: Kevin Dahl
Title: Manager of Projects
Date: May 31, 2019

Authorized by:
Village of Carol Stream

Name: Frank Saverino Sr.
Title: Mayor
Date: _____

Name: Laura Czarnecki
Title: Village Clerk
Date: _____

SUPPLEMENTAL TERMS AND CONDITIONS
To
Out of Scope/Additional Services for
Solar Energy Assessment at Carol Stream Water Reclamation Center

1. CH2M Hill Engineers, Inc., an affiliate of OMI, will perform the tasks set forth herein.
2. CH2M Hill Engineers, Inc shall maintain the insurance coverages set forth in Exhibit D of the Agreement along with Professional Liability Insurance in the amount of \$1,000,000.00.
3. **Opinion of Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, OMI has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, OMI makes no warranty that the Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from OMI's opinions, analyses, projections, or estimates. If the Owner wishes greater assurance as to any element of Project cost, feasibility, or schedule, the Owner will employ an independent cost estimator, contractor, or other appropriate advisor.
4. The standard of care applicable to OMI's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. OMI will re-perform any services not meeting this standard without additional compensation.
5. OMI's liability for Owner's damages will not, in the aggregate, exceed the amount of this proposal. This limitation of liability will apply whether OMI's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include affiliated corporations, employees, and subcontractors.
6. All reports, drawings, specifications, documents, and other deliverables of OMI, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. OMI shall not be liable for any claims, damages and costs related to unauthorized reuse, change or alteration of these Project documents.
7. In no event shall OMI, its affiliated corporations, officers, employees, or any of its subcontractor be liable for any incidental, indirect, special, punitive, economic, or consequential damages, including, but not limited to, loss of revenue or profits, suffered or incurred by the Owner or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or OMI's performance or non-performance of

services pursuant to this Agreement. Limitations of liability in this clause apply whether liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.

8. OMI shall be permitted to attach the following statement to all Work Product.

DISCLAIMER

"This document, and the opinions, analysis, evaluations, or recommendations contained herein are for the sole use and benefit of the contracting parties. There are no intended third party beneficiaries, and Operations Management International, Inc., (and its subsidiaries or affiliates) shall have no liability whatsoever to third parties for any defect, deficiency, error, omission in any statement contained in or in any way related to this document or the services provided.

Neither the Work Product nor any information contained therein or otherwise supplied by Operations Management International Inc. in connection with the study and the Services shall be used in connection with any proxy, proxy statement, proxy soliciting materials, prospectus, Securities Registration Statement or similar document without the express written consent of Operations Management International, Inc."

Scope of Work

Solar Energy Assessment at Carol Stream Water Reclamation Center

Scope

The scope of this engineering effort is as follows:

Task 1 – Preliminary review and assessment of existing site for solar installations

- 1.) Desktop analysis of available land, roofs and water bodies that could be used for solar installations. This will be a high-level preliminary assessment focusing on the potential areas using GIS and google maps to estimate acreage available for development of solar power. This will require input from the Carol Stream staff to identify land that is not needed for future plant expansion.
- 2.) Review electrical load and consumption data for the operation of the Water Reclamation Center (the Center) based on monthly electric bills.
- 3.) Identify electric utility interconnection point(s) at the Center where a solar system would connected to the electric network.
- 4.) Develop a high-level site layout and general arrangement for solar plant on the land, roofs, or water bodies. The MW capacity of solar will be determined.
- 5.) Preliminary modeling tools will be used to estimate annual energy production from the solar capacity determined above. Examples of modeling tools include: PVWatts, or the Solar Advisory Model (SAM) for assessing the hourly solar energy production.
- 6.) A high level assessment of the CO₂ and other greenhouse gas savings associated with the proposed solar plant using the on-line tool Egrid, or similar model.
- 7.) Solar production modeling will be based on local, publicly available historical weather data, and an assumed solar technology using manufacturer's data for solar modules, inverters, transformers, controllers and other equipment.

Assumptions:

- Carol Stream staff will provide copies of monthly electric bills for the site detailing electrical consumption, cost, and utility tariff rates structure.
- The Carol Stream staff will provide maps with outline of available land at the Water Reclamation Center.
- If available the Carol Stream staff will provide electrical drawings, one-line electric diagrams, and other useful technical information regarding the site.
- Solar electric (photovoltaic) power will be considered in the study. It will not include solar thermal, or solar hot water analyses.
- One solar technology (manufacturer) will be assumed for the preliminary study. Multiple technology assessments can be carried out in future, more detailed studies. The final report will not include engineering drawings.

Task 2 – High Level Preliminary Financial Analysis of solar options for the site, and final technical memorandum

1. Preliminary all-in cost estimates for the proposed solar PV system at the Water Reclamation Center. The conceptual level cost estimates will be for capital and construction investment using published industry data and Jacob's project experience. Analysis will be Level 5 according to the Association for the Advancement of Cost Engineering (AACE) standards.
2. Estimated annual maintenance and operation costs for the proposed solar PV installation based on publicly available industry data.
3. Estimated energy cost savings based on electrical production from proposed solar PV installations. The unit cost for electricity will be based on the results of the analysis of the monthly electric bills for the Center.
4. Preliminary analysis of existing financial incentives available to the client including renewable energy credits, Illinois rebates and incentives, grants, Federal credits, and other incentives, etc.
5. Simplified cost analysis of two financing options for one solar PV technology using Jacob's internal finance modeling tools:
 - a. Solar plant financed, constructed, owned, and operated by the Village of Carol Stream.
 - b. Third-party developer finances, constructs, owns, and operates the solar plant and sells electricity to the Village through power purchase agreement. The developer leases the land, roof, or water body from the Village for installing the solar plant. This scenario allows the third-party to capture the federal tax credits.

Assumptions:

- Costs estimates for the solar PV project will not be based on actual vendor bids. Rather, the estimates will be based on publicly available industry data and Jacob's project experience and will be a level 5 analysis according to AACE procedures.

Deliverables

Provide a draft and final technical memorandum in pdf format summarizing the findings of Tasks 1 and 2 which will include a:

1. Summary of energy consumption at the site, and annual electricity costs.
2. Preliminary map indicating the area available for solar PV on the land, roofs, and water areas at the site. It will include a high-level equipment layout or general arrangement.
3. Estimated solar capacity in MW electric.
4. Projected annual energy from solar PV plant.
5. High level, preliminary financial analyses for the proposed solar PV plant.

Meetings & Schedule

The evaluation will be completed in approximately 8 weeks following the notice to proceed.

- A kickoff meeting and site visit will be held to review goals and conditions of evaluation, collect existing information and review scope and schedule. Subject Matters experts will call in. Local Jacobs staff will attend the meeting in person.
- The draft technical memorandum will be prepared and submitted within 6 weeks of NTP
- Following submission of the draft technical memorandum, a conference call will be scheduled between the project team and Carol Stream staff.
- The final technical memorandum will incorporate Carol Stream staff comments from the review meeting and will be submitted within 2 weeks.
- A schedule with proposed dates is shown below.

Scope Clarification

The following estimate is made in good faith with the information on hand. Due to the nature of the problem, discovery will occur through the entire project and may affect previously defined scope and associated costs. We will review any changes with Carol Stream staff and review approval for any changes in scope and fee.

Team

Nick Lenzi, Project manager and point of contact for the Village of Carol Stream for the solar assessment project.

John Hoffner, Solar PV Technical Subject Matter Expert. He will lead the team for assessing each site for solar PV opportunities. He has 30 years of experience designing, installing, and operating solar PV. Accomplished Engineer and Manager with expertise in the oversight of design, construction monitoring, commissioning and operations of utility-scale and distributed renewable energy systems.

- Acknowledged for leading teams for utility-scale photovoltaic (PV) power plants and PV on commercial buildings.
- Recognized in the renewable energy industry for technical understanding of cutting edge, solar PV systems and working with clients to develop high quality and competitively priced installations in the U.S., Middle East and Canada.
- Held leadership roles in local, state and national organizations to develop renewable energy codes and standards, and policies.
- 20 years of electric utility experience regarding interconnection, building energy efficiency and solar modeling.

Erin Morrison, Solar Engineer. Erin is a water resources engineer assisting with solar designs and analysis for clients. She is an engineer in training and has a master's in civil engineering. She will be assisting in running the computer models for the Carol Stream solar analysis.

Jack Whittier - Financial analysis and senior review. Jack has 33 years of experience in the energy sector with expertise in renewable energy including strategic business planning, feasibility studies, program management, project development, financial analysis, market assessment, and energy technologies and systems.

Village of Carol Stream
Interdepartmental Memo

TO: Mayor & Village Board
FROM: Robert Mellor, Village Manager *RM*
DATE: June 12, 2019
RE: Municipal Center Renovation Project Recap

The Municipal Center Renovation Project achieved substantial completion on November 1, 2018. The Village contracted with Williams Architects, Inc. to design the project and MTI was the construction manager at risk to oversee construction of the renovations and bid the work to the various subcontractors. The original construction contract with MTI had a set price of \$15,565,000. During construction on a project of this magnitude, there were certain additions and subtractions to the initial design and scope of work. The more significant changes, including those approved by the Village Board included the following:

Change	Date	Amount
Interior Signage Sizing	11/1/18	\$89
Board Room Encoder – This will provide enhanced streaming capabilities in the Boardroom, above what was provided in the base bid and will allow Board members sitting at the dais to view media presentations on their personal devices rather than on wall mounted audience displays.	3/19/18	\$4,428
Grind, pave & re-stripe entire asphalt parking lot – It was determined to be more cost effective and less disruptive to complete the parking lot repaving as part of the renovation project rather than as part of the street maintenance program.	3/19/18	\$89,100
Upgrade and provide additional landscaping – This option will provide additional draught tolerant planting material and be more aesthetically pleasing to neighbors and visitors to the Municipal Center.	3/19/18	\$27,850
Electric snow melting system at Village & Police west entrance – This option will provide an electronic snowmelt system to the main entryway stairs and ADA accessible ramp, reduce salt at these entrances and enhance safety.	3/19/18	\$53,900
Additional Audio Visual equipment – The A/V additions will provide all conference rooms with monitors and data connectivity to allow employees and meeting attendees to access network and online data. The Police Department will also be able to monitor field activity from designated locations.	3/19/18	\$57,500

Subsequent additional Audio Visual revisions – These revisions correspond to the above additions that were discovered to be absent from the previous review.	3/19/18	\$15,024
Smoke evacuation & controls per fire alarm code review.	3/19/18	\$62,432
Concrete pad at trash enclosure & approach, instead of asphalt – This option will provide for a structural enhanced concrete pad at the trash/recycling enclosures, which is more durable and better able to withstand heavy truck maneuvering from waste hauler trucks.	3/19/18	\$26,268
Replace storm sewer east & southeast parking lots – There are several underground storm sewer structures that were televised by the Public Works Department and recommended for replacement. These repairs will be done in conjunction with the parking lot replacement.	3/19/18	\$47,214
Relocate inlet next to foundation for future carport – A future Police Department carport is to be located in the east parking lot. This addition would relocate an existing storm sewer inlet, which would conflict with the installation of a future carport.	3/19/18	\$4,565
Replace inlet with new inlet & manhole in west parking lot - There are several underground storm sewer structures that were televised by the Public Works Department and recommended for replacement. These repairs will be done in conjunction with the parking lot replacement.	3/19/18	\$6,050
Replace existing Roof Top Units (RTUs) on existing roof - Bid Package No.4B included new HVAC units. Alternate #19 in this bid package included an alternate for removal and replacement of 2 existing HVAC Roof Top Units (RTUs). If the 2 existing RTUs were not replaced when the new units were installed, they were projected to have a 3-4 year remaining life. Replacement later would likely be at a much higher cost, and we would likely need to replace the roof curbs, adjusting steel roof framing and cutting into the new roof membrane. Williams Architects and MTI recommended replacing the 2 existing, older, out of warranty RTUs, at the same time, we were replacing the existing roof membrane as part of the Renovation Project. Everything on the existing roof would then be new and under warranty. The 2 new RTUs will be quieter than the 2 existing RTUs and will be much more energy efficient.	3/19/18	\$91,300
Provide ductless split system AC for police evidence garage - Bid Package No. 4B also included Alternate #20 for a ductless split Air Conditioning (A/C) system in the new Police evidence garage. The PD routinely spends extended time in the evidence garage, wearing heavy, protective chest vests, while working on vehicles that have been confiscated for evidence. The evidence garage is not air conditioned, and can be very warm and uncomfortable in summer months.	3/19/18	\$14,696

Prep lockers for electric receptacles – The base bid for the PD duty lockers did not include provisions for electricity to power their electronic and data devices. This alternate was added to the lockers.	3/19/18	\$20,532
Revise all locker room showers to be accessible per building permit review–Williams Architects reimbursed the Village for a portion of this change.	3/19/18	\$23,437
Replace boiler pumps – The existing boiler pumps were original to the building that were constructed in 1979. It was determined to replace the 2 existing 39-year old pumps at this time.	3/19/18	\$7,086
Provide security glazing @ Police Dept. entrances – This was an additional safety enhancement requested by the Police Department to add safety glass to the Police Department employee entrances.	3/19/18	\$17,820
Total Changes		\$569,291

Because of favorable bidding, the cost savings from these low bids were available for use to fund work removed from the original project scope or for additions and alternatives. These cost savings totaled \$685,070, which were available and approved by the Board to be used to complete other work.

The final sworn statement of the final construction contact price was \$15,274,551 with a contract credit back to the Village of \$290,449. The new contract sum including all approved changes is approximately 2% under the original contract amount. Additionally, the Village applied for and received a \$22,008 Energy Efficiency Grant from ComEd for conservation efficiency lighting and building automation components installed as part of the renovation project. Other project costs not included in the construction cost of the Municipal Center included moving/relocation, renovation of temporary facilities and rental fees and miscellaneous professional and testing fees included in the \$19M project budget.

Each trade subcontractor has provided a warranty that all materials and equipment furnished under their trade subcontract will be new, unless otherwise specified, and that all work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. The warranty provides that contractors will correct all work performed under the agreement which proves to be defective in material and workmanship within a period of two (2) years from the Date of Substantial Completion, or for such longer periods as may be set forth with respect to specific warranties contained in the Specifications.

This memo serves as the final report to the Village Board and wrap-up of the Municipal Center Renovation Project. Please contact me if you have any questions.



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

DD: 312-984-6417
jarhodes@ktjlaw.com

www.ktjlaw.com

MEMORANDUM

**TO: Mayor and Board of Trustees
Robert Mellor, Village Manager**

FROM: James A. Rhodes, Village Attorney

DATE: June 27, 2019

**RE: Recommendation to rescind approval of a contract for Sanitary
Sewer Assessments with RedZone Robotics, Inc.**

At the June 17, 2019 Village Board Meeting, the Board approved a Contract for Sanitary Sewer Condition Assessments with RedZone Robotics, Inc. (RedZone) subject to the review and approval of the Village Attorney.

The documents provided to the Board consisted of a Contract, Project Specifications, Certifications, and a Proposal provided by RedZone, dated June 5, 2019. In reviewing the Proposal and comparing its provisions with the Contract and Project Specifications, it has been determined that a number of conflicts exist between the Contract and Project Specifications and the Proposal.

1. The Proposal of RedZone contains a provision that states that if any language within the Proposal conflicts with any language in any other document, the language of the Proposal will prevail. This provision is not in the best interests of the Village and I cannot recommend its approval. The RedZone Proposal contains a number of provisions not in the best interests of the Village.
2. The Contract requires RedZone to maintain liability insurance coverage in the amount of \$1,000,000. The Proposal, however, limits RedZone's liability to the amount paid to RedZone within a 12 month period (\$209,823.68).
3. The indemnification language of the Proposal conflicts with the indemnification provision within the Contract.
4. The Contract requires the Contractor to provide services in a good and workmanlike manner. The Proposal requires only commercially reasonable efforts.

5. The Proposal disclaims warranties for all information, data, and services provided by RedZone and states that the services are provided "as is". This provision conflicts with the Contract.
6. The Proposal requires the Village to evaluate the data provided by RedZone for accuracy and provides that the Village is solely responsible for the accuracy reliability and content of any data provided by RedZone.
7. The Proposal provides that the Agreement will be governed by Indiana law not Illinois law.
8. The Proposal allows a prevailing party in any litigation to recover its attorneys' fees.
9. Neither the Contract nor the Proposal contain a completion date.
10. The Contract does not list the Proposal as part of the Contract documents, but the Proposal was included within the Board's packet as part of the Contract documents.

In addition, it appears that the contract quantities set forth in the Proposal are more than the quantities actually necessary to complete the assessments. The Contract is stated as a lump sum, therefore the Contractor would be compensated for work that is not necessary.

It is therefore my recommendation that the approval of the Contract be rescinded. Village staff and the Village Attorney may then discuss the specifications and Contract with RedZone Robotics, Inc. in an attempt to arrive at mutually agreed upon Project Scope, Specifications and Contract provisions.

**AN ORDINANCE APPROVING A ZONING CODE VARIATION - REAR YARD
SETBACK (SIMONETTA RESIDENCE – 1303 SHEFFIELD COURT)**

WHEREAS, Anthony and Nicki Simonetta, hereinafter referred to as the Petitioners, have petitioned the Village of Carol Stream for a Zoning Code Variation to allow a three-season room addition to encroach five feet into the required 30-foot rear yard in accordance with Section 16-8-4 (F)(3) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 1303 Sheffield Court, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on June 24, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Variation be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Variation with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Zoning Code Variation, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Zoning Code Variation:

1. That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *The property in question is a single-family lot, and this criterion is not applicable.*
2. The plight of the owner is due to unique circumstances. *The subject property backs up to a Park District property (Tedrahn Lake), and the subject home is located further from the front yard setback than normally required per the Zoning Code.*
3. The variation, if granted, will not alter the essential character of the locality. *Because the property to the east contains a Park District property (Tedrahn Lake), there should be no apparent negative impact on an adjacent residential property owner or alter the essential character of the locality.*

4. That the plight of the owner is due to the failure of a previous owner of the property in question to follow then-applicable ordinances or regulations, and where the benefit to health, safety or appearance to be derived from correcting the nonconformity would not justify the cost or difficulty of the correction. The evidence must show that the current owner had no role in the creation of the nonconformity. *The plight of the owner is not due to the action of a previous property owner, and this criterion is not applicable.*
5. That the particular physical surroundings, shape, or topographical conditions of the specific property involved bring a particular hardship upon the owner as distinguished from a mere inconvenience. *The subject home is setback over 40 feet from the front yard setback, and the property is adjacent to a Park District property (Tedrahn Lake) to the east.*
6. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same district. *All of the properties in this neighborhood have a 30-foot required rear yard. However, the subject home is situated further away from the front yard setback than several of the other homes in the neighborhood, which reduces buildable area in the rear yard.*
7. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located. *If granted, the variation would not be detrimental to the public welfare and should have negligible effects on surrounding properties.*

SECTION 2:

A Variation is hereby approved and granted to allow a three-season room addition to encroach five feet in the rear yard, subject to the conditions set forth in Section 3, upon the real estate commonly known as 1303 Sheffield Court, Carol Stream, Illinois, and legally described as follows:

LOT 127 IN ROLLING OAKS SUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 1988 AS DOCUMENT R88-000837 AND RE-RECORDED MARCH 7, 1988 AS DOCUMENT R88-022271, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Variation to allow a three-season room addition to encroach five feet into the 30-foot rear yard granted in Section 2 herein is subject to the following conditions:

1. The applicant shall obtain a building permit to construct the three-season room addition.

SECTION 4:

The Variation is hereby approved and granted as set forth in the following plans and exhibits:

1. Plat of Survey illustrating location of three-season room addition (Exhibit A), received by the Community Development Department May 31, 2019.

SECTION 5:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners 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 in the discretion of the corporate authorities, by motion.

PASSED AND APPROVED THIS 1st DAY OF JULY, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, Anthony Simonetta, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances.

Date

owner/party in interest

7442 North Harlem Avenue
Chicago, Illinois 60631-4404

ARCHITECTURAL - INDUSTRIAL - LOTS FARMS SUBDIVISIONS - MORTGAGE - CONDOMINIUMS

Phone: (312) 775-0530
(312) 775-0531
Fax: (312) 775-7512



Jens K. Doe

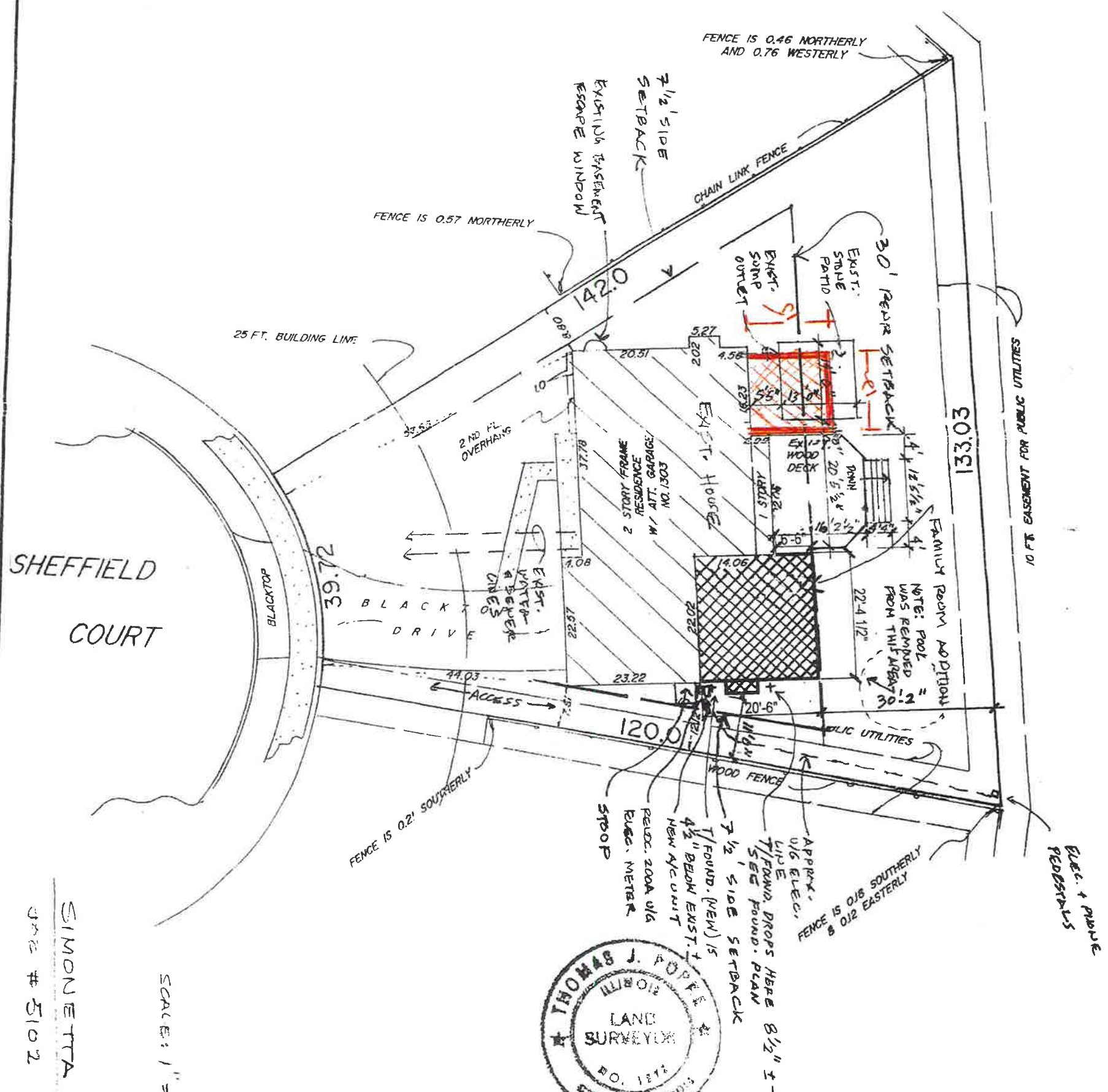
SURVEY SERVICE, INC.
Registered Land Surveyors

ORDER NO.
95991

RECEIVED
MAY 31 2019
COMMUNITY DEVELOPMENT
DEPT

PLAT OF SURVEY

of
LOT 127 IN ROLLING OAKS SUBDIVISION, BEING A PART OF THE SOUTH HALF OF
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JANUARY 5, 1988 AS DOCUMENT R88-000837 AND RE-RECORDED MARCH 7, 1988
AS DOCUMENT R88-022271, IN DUPAGE COUNTY, ILLINOIS.



SIMONETTA
DATE # 5102

SCALE: 1" = 20'



State of Illinois }
County of Cook }
JENS K. DOE SURVEY SERVICE, INC. does hereby certify that a survey has been made under
its direction, by a Registered Illinois Land Surveyor of the property described hereon and that the
plat hereon drawn is a correct representation of said survey.

Chicago, Illinois Dated 7th day of AUGUST, 1995
JENS K. DOE SURVEY SERVICE, INC. *[Signature]*
THOMAS J. POPKE, President
(Illinois Registered Land Surveyor No. 1575)

EXHIBIT A

NOTI
Dimensions are not to be assumed or scaled.

The legal Description noted on this plat is a copy of
the order and for accuracy MUST be compared
with Deed For building restrictions refer to your
Abstract, Deed or Contract

584728

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated June 27, 2019.

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 1st DAY OF JULY, 2019

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

EXHIBIT "A"

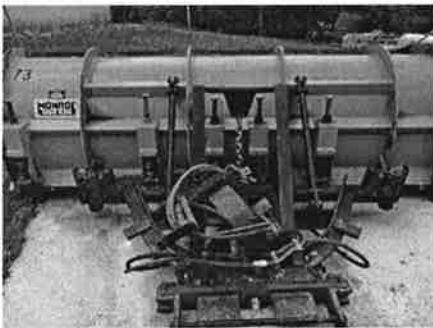
Village of Carol Stream Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: June 27, 2019
RE: Plow and Spreader Surplus

The Department has identified the equipment below to be declared surplus. These items were replaced with new equipment as part of Truck 73's rehab, but still retain value and will be auctioned.

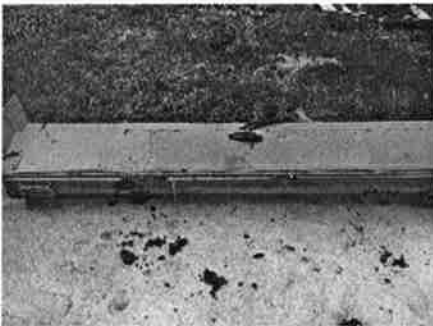
Truck 73 Snow Plow - Quantity 1

This item is a 2003 eleven-foot Monroe trip-edge plow.



Truck 73 Salt Spreader- Quantity 1

This item is a 2003 Monroe 6" diameter auger.



Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of them as indicated above.

Village of Carol Stream
Interdepartmental Memo

TO: Village Trustees
FROM: Frank Saverino, Sr., Mayor *Frank Saverino Sr*
DATE: June 26, 2019
RE: Reappointment of Keith Briggs and Eric Dunn to Board of Fire and Police Commissioners

The terms of Keith Briggs and Eric Dunn on the Board of Fire and Police Commissioners have expired. Both Mr. Briggs and Mr. Dunn have served with distinction on the Commission and have expressed an interest in continuing to serve the community. I am therefore pleased to recommend appointments of Keith Briggs and Eric Dunn each to three year terms on the Board of Fire and Police Commissioners.

Your concurrence with this recommendation is requested.

FS/dk

cc: Caryl Rebholz, Employee Relations Director

**Village of Carol Stream
Schedule of Bills
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AGENDA ITEM
L-1 7/1/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & B CONCRETE LIFTING INC					
SIDEWALK MUD JACKING SVCS 6/7/19	1,960.00	01670500-52272	PROPERTY MAINTENANCE	1714	20200018
	<u>1,960.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
120 S GARY-FIRE ALARM REVIEW #19-0575-FIRE	200.00	01643700-52253	CONSULTANT	51462	
450 ST PAUL-SPRINKLER REVIEW	425.00	01643700-52253	CONSULTANT	51442	
850 W ARMY TRAIL-BUILDING REVIEW	1,369.37	01643700-52253	CONSULTANT	51447	
	<u>1,994.37</u>				
BEACH BUM BAND					
CONCERT SERIES-JOHNNY RUSSLER/BEACH BUM 7/11/19	1,100.00	01750000-52288	CONCERT SERIES	BEACH BUM 07/11/19	
	<u>1,100.00</u>				
BEARY LANDSCAPING					
412 THUNDERBIRD-WEEDS MOWING 5/31/19	287.44	01642100-52260	WEED MOWING	137269	
459 BRISTOL-CODE MOWING 6/12/19	234.40	01642100-52260	WEED MOWING	137558	
	<u>521.84</u>				
BEDROCK EARTHSCAPES LLC					
POND & WETLAND MAINTENANCE JUNE 2019	4,490.00	01620600-52272	PROPERTY MAINTENANCE	1032	20200012
	<u>4,490.00</u>				
CARTEGRAPH					
SOFTWARE AND LICENSING 3/2019-4/2019	1,415.13	01670100-52255	SOFTWARE MAINTENANCE	BD0000293	
SOFTWARE AND LICENSING 3/2019-4/2019	1,415.13	04100100-52255	SOFTWARE MAINTENANCE	BD0000293	
SOFTWARE AND LICENSING 3/2019-4/2019	1,415.13	04200100-52255	SOFTWARE MAINTENANCE	BD0000293	
SOFTWARE AND LICENSING 3/2019-4/2019	4,078.89	01622200-52255	SOFTWARE MAINTENANCE	BD0000293	
SOFTWARE AND LICENSING 5/2019-5/2020	49,945.68	01652800-52255	SOFTWARE MAINTENANCE	BD0000293 FINAL	20200024
	<u>58,269.96</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CH2MHILL OMI					
WRC OPERATING EXPENSES JULY 2019	146,962.42	04101100-52262	WRC CONTRACT	351199-23-03	20200020
WRC OPERATING EXPENSES JUNE 2019	146,962.42	04101100-52262	WRC CONTRACT	351199-23-02	20200020
CAP EX-FINAL FY19 PO.3603	61,838.73	04101100-52262	WRC CONTRACT	351199-CE-02	
	355,763.57				
CHRISTOPHER B BURKE ENGR LTD					
2N250 SCHMALE RD-SERVICES 4/28/19-5/25/19	549.00	01620600-52253	CONSULTANT	150937	
	549.00				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO ABATEMENT SERVICES P/O 3699	8,325.00	01670100-52269	MOSQUITO ABATEMENT	001005088	20200030
	8,325.00				
CLEAN SOIL CONSULTING LLC					
SPOIL SAMPLES	775.00	04201600-52265	HAULING	19047	
	775.00				

**Village of Carol Stream
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COMED					
1015 LIES RD 5/16-6/17/19	35.66	04201600-53210	ELECTRICITY	2514004009 06/17/19	
1025 LIES RD-LITE R-25 5/16-6/17/19	62.40	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 06/17/19	
106 GOLDENHILL ST 4/23-5/22/19	238.27	01670600-53210	ELECTRICITY	2127117053 05/22/19	
106 GOLDENHILL ST-AERATOR 5/22-6/21/19	158.80	01670600-53210	ELECTRICITY	2127117053 06/21/19	
110 ST CHARLES 5/8-6/4/19	29.43	01670600-53210	ELECTRICITY	6827721000 06/05/19	
1128 EVERGREEN 5/20-6/19/19	73.21	04101500-53210	ELECTRICITY	0291093117 06/19/19	
1350 TALL OAKS DR 5/17-6/18/19	56.28	04101500-53210	ELECTRICITY	2073133107 06/18/19	
1415 MAPLE RIDGE CT-PUMP 5/20-6/19/19	167.26	01670600-53210	ELECTRICITY	5838596003 06/19/19	
192 YUMA LN 5/17-6/18/19	36.16	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 06/18/19	
333 FULLERTON AVE 5/16-6/17/19	166.12	04201600-53210	ELECTRICITY	0300009027 06/18/19	
391 ILLINI DR-PUMP STATION 5/17-6/18/19	126.41	01670600-53210	ELECTRICITY	4430145023 06/18/19	
401 TOMAHAWK CT 5/17-6/18/19	59.55	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 06/18/19	
465 CENTER AVE 5/17-6/18/19	67.64	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 06/18/19	
633 THUNDERBIRD TRL 5/17-6/18/19	96.43	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 06/18/19	
850 LONGMEADOW DR-AERATOR 5/17-6/18/19	81.68	01670600-53210	ELECTRICITY	1865134015 06/18/19	
879 DORCHESTER DR-AERATOR 5/17-6/18/19	42.86	01670600-53210	ELECTRICITY	0803155026 06/18/19	
KUHN RD RT 64-CAMERA 5/17-6/18/19	37.55	01662300-52298	ATLE SERVICE FEE	4202129060 06/18/19	
	<u>1,535.71</u>				
CONSTELLATION NEW ENERGY					
100 DELLA CT 5/8/19-6/7/19	8.56	01670300-53213	STREET LIGHT ELECTRICITY	7280332-2 06/10/19	
	<u>8.56</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
B-BOX KEY	88.46	04201600-53316	TOOLS	K702108	
HYDRANT PAINT	95.71	04201600-53317	OPERATING SUPPLIES	K746224	
HYDRANT PARTS	964.00	04201600-53317	OPERATING SUPPLIES	K676202	
OPERATING SUPPLIES	258.93	04201600-53317	OPERATING SUPPLIES	K684532	
OPERATING SUPPLIES	539.53	04201600-53317	OPERATING SUPPLIES	K676324	
OPERATING SUPPLIES	754.17	04201600-53317	OPERATING SUPPLIES	K713352	
UNDER DRAIN PIPE	63.26	01670600-53317	OPERATING SUPPLIES	K175768	
	2,764.06				
CORRECTIVE ASPHALT MATERIALS					
ASPHALT RESTORATIVE SEALER	105,258.84	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	19041N-1	20200017
	105,258.84				
COSTCO WHOLESALE					
4TH OF JULY PARADE-CANDY 6/26/19	307.78	01664700-53325	COMMUNITY RELATIONS	091799	
FOOD-FAMILY FUN DAY PICNIC 6/14/19	169.18	01662700-53317	OPERATING SUPPLIES	531913	
VENDING SNACKS 6/19/19	36.98	01-24222	SPECIAL OLYMPICS VENDING	073544	
	513.94				
COVERALL NORTH AMERICA INC					
JANITORIAL SVCS 6/1-6/30/19	1,379.00	01670100-52276	JANITORIAL SERVICES	1010639761	20200003
	1,379.00				
DELL MARKETING LP					
IT-FP REPLACEMENT LAPTOP	1,757.80	01652800-54413	COMPUTER EQUIPMENT	10323045778	
	1,757.80				
DELUXE TOWING					
TOWING #644 DODGE DURANGO 6/10/19	85.00	01696200-53353	OUTSOURCING SERVICES	89802	
TOWING SERVICES #26 6/4/19	600.00	01696200-53353	OUTSOURCING SERVICES	89697	
	685.00				

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DUPAGE COUNTY					
CJIS ACCESS- QTR END MAY 2019	750.00	01662600-52247	DATA PROCESSING	IA 528	
	750.00				
DUPAGE COUNTY CLERK					
DUPAGE COUNTY TAX ATLAS 2019	100.00	01641700-53318	REFERENCE MATERIALS	TAX ATLAS 2019	
	100.00				
DUPAGE COUNTY RECORDER					
RECORDING UTILITY EASEMENT	44.00	01520000-52233	RECORDING FEES	40041268	
	44.00				
E-HAZARD					
ARC FLASH STUDY	10,396.00	01670400-52244	MAINTENANCE & REPAIR	19899	20200026
	10,396.00				
ENGINEERING RESOURCE ASSOCIATES INC					
PARK NE-DETENTION RETROFIT SVCS THRU 3/29/19	6,783.75	11740000-55488	STORMWATER UTILITIES	19020100.01	
	6,783.75				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 6/6, 6/16/19	1,120.00	04103100-52253	CONSULTANT	2805736	
ACCOUNTS CLERK-A RETSKE 6/6, 6/16/19	1,120.00	04203100-52253	CONSULTANT	2805736	
AMR ASSISTANCE-M SCHULTZ 6/9/19	696.57	04201400-52253	CONSULTANT	2805737	20200001
OFFICE MANAGER-D KALKE 6/9, 6/16/19	2,463.36	01590000-52253	CONSULTANT	2805733	
PROPERTY INSPECTOR-ED HERZOG 6/16/19	700.00	01642100-52253	CONSULTANT	2805735	
	6,099.93				
H & H ELECTRIC COMPANY					
EMERGENCY STREET LIGHT	1,035.28	01670300-52271	STREET LIGHT MAINTENANCE	33050	20200022
EMERGENCY STREET LIGHT	2,547.80	01670300-52271	STREET LIGHT MAINTENANCE	33051	20200022
	3,583.08				

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IRMA					
FLAGGER	8.50	04100100-52223	TRAINING	IVC0011282	
FLAGGER	8.50	04200100-52223	TRAINING	IVC0011282	
FLAGGER	17.00	01670100-52223	TRAINING	IVC0011282	
FLAGGER	34.00	04100100-52223	TRAINING	IVC0011282	
FLAGGER	34.00	04201600-52223	TRAINING	IVC0011282	
PWSC-BARGHI	20.00	01670100-52223	TRAINING	IVC0011145	
PWSC-KOSNIK	35.00	01670100-52223	TRAINING	IVC0011177	
PWSC-MINNITI	35.00	01670100-52223	TRAINING	IVC0011201	
PWSC-SCHAFFER	45.00	01670100-52223	TRAINING	IVC0011185	
	237.00				
INTEGRITY ENVIRONMENTAL SERVICES, INC					
CONSULT SERVICES-FUEL STORAGE	2,465.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-05029	20200019
CONSULT SERVICES-FUEL STORAGE PAY #10	2,295.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-06006	20200019
CONSULT SERVICES-FUEL STORAGE PAY #8	770.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-06007	20200019
CONSULT SERVICES-FUEL STORAGE PAY #9	8,085.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-05039	20200019
CONSULT SERVICES-FUEL STORAGE REMOVAL PAY #6	285.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-05019	20200019
FUEL SYSTEM REPLACEMENT - PAY#11	1,190.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-06011	20200019
	15,090.00				
JAMES HAY					
CONCERT SERIES-STRAWDAWG 7/4/19	800.00	01750000-52288	CONCERT SERIES	STRAWDAWG 07/04/19	
	800.00				
JET BRITE CAR WASH INC					
CAR WASHES MAY 2019	186.00	01662700-52244	MAINTENANCE & REPAIR	3658	
	186.00				
JOE CAREY					
ILCMA 2019 CAREY 6/5-6/7/19	238.89	01590000-52223	TRAINING	ILCMA 2019 CAREY	
	238.89				

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JOHN L FIOTI					
LOCAL PROSECUTION JUNE 2019	262.50	01570000-52238	LEGAL FEES	CS 129	
LOCAL PROSECUTION JUNE 2019	262.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 129	
	525.00				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL MAY 2019	322.50	04100100-52238	LEGAL FEES	203157 05/31/19	
GENERAL COUNSEL MAY 2019	8,285.38	01570000-52238	LEGAL FEES	203157 05/31/19	
	8,607.88				
LAUREEN A ROSE LCSW					
MBT CLINICAL CONSULTATION 6/21/19	200.00	01662500-52223	TRAINING	06212019	
	200.00				
MARK E RADABAUGH					
BOARD MTG TAPING/EDITING 6/17/19	100.00	01590000-52253	CONSULTANT	19-0123	
BOARD MTG-TAPING/EDITING 6/3/19	100.00	01590000-52253	CONSULTANT	19-0122	
	200.00				
MIDWEST METER INC					
AMR PROGRAM	10,835.50	04201400-53333	NEW METERS	0112139-IN	20200025
DAY TO DAY AMR'S	9,046.79	04201400-53333	NEW METERS	0112276-IN	20200027
	19,882.29				
MSDSONLINE INC					
MSDS SOFTWARE 8/3/19-8/2/20	2,499.00	01652800-52255	SOFTWARE MAINTENANCE	201924	
	2,499.00				
NEW ANNUVIA COMPANYLLC					
DEFIBRILLATION SYSTEM P/O 466-3023	4,129.20	01662700-53350	SMALL EQUIPMENT EXPENSE	161443	
	4,129.20				

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NORTHWESTERN UNIVERSITY					
STAFF COMMAND 2019-LODGING BUCHOLZ 3/10-5/17/19	4,748.00	01662700-52223	TRAINING	13469 BUCHOLZ	
	4,748.00				
ODLE, INC					
TANK DAMAGE REPAIR-RETENTION FINAL	9,815.00	04-21230	RETAINAGE- ODLE, INC	1855301-1	
	9,815.00				
PADDOCK PUBLICATIONS INC					
LEGAL AD FOR RSL 5/18/19	35.65	01662300-52234	DUES & SUBSCRIPTIONS	19193	
	35.65				
PLATINUM POOLCARE AQUATECH LTD					
FOUNTAIN CLEANING AND MAINTENANCE	2,863.40	01680000-52219	TC MAINTENANCE	94275	20200029
	2,863.40				
R & M PRINTING					
CS POLO SHIRTS-TIA/ZALAK/CAREY	43.20	01520000-53324	UNIFORMS	5978	
CS POLO SHIRTS-TIA/ZALAK/CAREY	121.98	01590000-53324	UNIFORMS	5978	
	165.18				
REFUNDS MISC					
ADMIN AND PUBLIC SAFETY TOW	475.00	01000000-45321	TOWING FEE	CS19018264	
REFUND-RED LIGHT TICKET 190016	100.00	01000000-45402	ORDINANCE FORFEITS	TICKET 190016	
REFUND-STICKER 21745 OVERPAYMENT	55.00	01000000-42303	VEHICLE LICENSES	STICKER 21745	
REFUND-STICKER 22246 SENIOR DISCOUNT	40.00	01000000-42303	VEHICLE LICENSES	STICKER 22246	
REFUND-STICKER 27021 SENIOR DISCOUNT	40.00	01000000-42303	VEHICLE LICENSES	STICKER 27021	
REFUND-TICKET 241942 DOUBLE PAYMENT	30.00	01000000-45402	ORDINANCE FORFEITS	TICKET 241942	
REFUND-VS 2649 OVERPAYMENT	40.00	01000000-42303	VEHICLE LICENSES	STICKER 2649	
REFUND-VS 4972 SOLD VEHICLE, STICKER NOT AFFIXED	65.00	01000000-42303	VEHICLE LICENSES	STICKER 4972	
	845.00				

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REFUNDS PRESERVATION BONDS					
REFUND-DRIVEWAY BOND #19-0490-DRVW	300.00	01-24302	ESCROW - GRADING	636 OSWEGO	
REFUND-DRIVEWAY BOND 19-0165-DRVW	300.00	01-24302	ESCROW - GRADING	342 SHELBURNE	
REFUND-DRIVEWAY BOND 19-0554-DRVW	300.00	01-24302	ESCROW - GRADING	860 MALIBU CT	
REFUND-PATIO BOND 19-0451-PATI	200.00	01-24302	ESCROW - GRADING	896 DORCHESTER	
	1,100.00				
REFUNDS TAX STAMPS					
REFUND-STAMP 30545, 1070 ROCKPORT DR	675.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 30545	
REFUND-STAMP 30555, 740 MEDFORD DRIVE	873.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 30555	
REFUND-STAMP 30605 1066 WOODLAKE DR	1,080.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 30605	
	2,628.00				
RICHARD HOFHERR					
CONCERT SERIES-7TH HEAVEN 7/18/19	3,750.00	01750000-52288	CONCERT SERIES	7TH HEAVEN 07/18/19	
	3,750.00				
RUSH TRUCK CENTERS					
JN MODULE	3,041.86	01696200-53354	PARTS PURCHASED	3015335121	20200021
JN HOSE	20.66	01696200-53354	PARTS PURCHASED	3015463442	
JN JUNCTION BLOCK	11.94	01696200-53354	PARTS PURCHASED	3015334071	
JN-SOLENOID	134.38	01696200-53354	PARTS PURCHASED	3015457406	
OUTSOURCING SERVICES	250.00	01696200-53353	OUTSOURCING SERVICES	3015340243	
	3,458.84				
SERVICE FORMS & GRAPHICS INC					
REAL ESTATE TRANSFER STAMPS 31533-32532	320.15	01610100-53315	PRINTED MATERIALS	97-024887	
	320.15				

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TELCOM INNOVATIONS GROUP LLC					
ADD LICENSES	914.50	01652800-52255	SOFTWARE MAINTENANCE	A53398	
SOFTPHONE LICENSE AND INSTALLATION P/O 1859	372.00	01652800-52255	SOFTWARE MAINTENANCE	A53573	
SOFTPHONE LICENSE AND INSTALLATION P/O 1859	2,275.00	01652800-52253	CONSULTANT	A53573	
	3,561.50				
THE MILLENIALS ENTERTAINMENT LLC					
CONCERT SERIES-THE MILLENIALS 7/25/19	1,000.00	01750000-52288	CONCERT SERIES	MILLENIALS 07/25/19	
	1,000.00				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT-BRAMBILA 6/13/19	175.00	01510000-52228	PERSONNEL HIRING	6638	
POLICE ASSESSMENT-TYLER HLOUSEK 6/21/19	175.00	01510000-52228	PERSONNEL HIRING	6649	
	350.00				
THOMAS DODGE CHRYSLER JEEP					
NARCINT K-9 SQUAD #693 VIN-59442	28,747.00	01664700-54415	VEHICLES	2019 DODGE	
	28,747.00				
TKB ASSOCIATES INC					
INSTALLATION SVCS 5/16/19	5,600.00	01652800-52253	CONSULTANT	13522	20200028
	5,600.00				
TM PRODUCTION SERVICES					
CONCERT SERIES-TM PRODUCTION 7/11/19	525.00	01750000-52288	CONCERT SERIES	TM SERVICES 07/11/19	
CONCERT SERIES-TM PRODUCTION 7/18/19	840.00	01750000-52288	CONCERT SERIES	TM SERVICES 07/18/19	
CONCERT SERIES-TM PRODUCTION 7/25/19	525.00	01750000-52288	CONCERT SERIES	TM SERVICES 07/25/19	
CONCERT SERIES-TM PRODUCTION 7/4/19	840.00	01750000-52288	CONCERT SERIES	TM SERVICES 07/04/19	
	2,730.00				
TRANSYSTEMS CORPORATION					
LIES RD PHASE 3-SERVICES THRU 6/14/19	9,319.90	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	INV-0003456876	
	9,319.90				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JULY 01,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TYCO FIRE & SECURITY (US)MGMT INC					
500 GARY AVE 7/1-9/30/19	108.00	01590000-52230	TELEPHONE	32674857	
CS TOWN CENTER 7/1-9/30/19	51.51	01590000-52230	TELEPHONE	32674859	
HISTORIC FARM HOUSE 7/1-9/30/19	38.70	01590000-52230	TELEPHONE	32674858	
	198.21				
VERIZON WIRELESS					
CELL PHONES 5/14-6/13/19	20.69	01640100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	35.30	01662700-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	38.01	01652800-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	55.97	01610100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	55.97	01640100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	55.97	01642100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	55.97	01690100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	58.33	01662700-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	93.98	01600000-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	111.94	01643700-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	111.94	01680000-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	178.35	01590000-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	270.72	04100100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	373.83	01620100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	431.69	01652800-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	476.04	04200100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	528.09	01670100-52230	TELEPHONE	9832121144 06/13/19	
CELL PHONES 5/14-6/13/19	3,351.73	01662700-52230	TELEPHONE	9832121144 06/13/19	
	6,304.52				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JULY 01,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEX BANK					
FUEL 05/31/19	-142.07	01000000-47407	MISCELLANEOUS REVENUE	59529286 05/31/19	
FUEL 05/31/19	66.55	04101100-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	81.88	01643700-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	125.07	01696200-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	125.74	04200100-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	133.06	01680000-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	135.94	01622200-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	203.92	01620100-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	209.79	01670100-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	209.79	01670300-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	262.24	01670600-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	262.24	01670700-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	274.13	01642100-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	314.69	01670500-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	445.81	01670400-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	511.12	01664700-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	638.90	01662400-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	707.83	04101500-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	880.17	04201400-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	917.84	01670200-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	1,150.01	01660100-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	1,508.86	04201600-53313	AUTO GAS & OIL	59529286 05/31/19	
FUEL 05/31/19	10,477.90	01662700-53313	AUTO GAS & OIL	59529286 05/31/19	
	19,501.41				
GRAND TOTAL	\$735,045.43				

The preceding list of bills payable totaling \$735,045.43 was reviewed and approved for payment.

Approved by:

Robert Mellor
Robert Mellor – Village Manager

Date: 6/28/19

Authorized by:

Frank Saverino Sr – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
June 18, 2019 Thru July 1, 2019

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll June 3, 2019 thru June 16, 2019	612,312.36
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 3, 2019 thru June 16, 2019	69,019.01
				<u>681,331.37</u>

Approved this _____ day of _____, 2019

By: _____
 Frank Saverino Sr - Mayor

 Laura Czarnecki - Village Clerk