

Village of Carol Stream

BOARD MEETING AGENDA SEPTEMBER 7, 2021 6:00 P.M.

Village Board meeting is being held virtually to the public until further notice due to the pandemic.

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 August 16, 2021 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the August 16, 2021 Village Board Meeting.

C. LISTENING POST:

1. Check Presentation for the D.A.R.E. Program from George Salerno of Salerno's Funeral Home, Rosedale Chapel.
2. Check Presentation to Operation Support Our Troops-America.
3. Award Presentation from the Alliance Against Intoxicated Motorists.
4. Proclamation designating September National Preparedness Month.
5. 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. 21-0021 – Carol Stream Animal Hospital – 160 W. Elk Trail
Zoning Map Amendment from R-4 to B-2
Zoning Text Amendment to add indoor kennel and boarding facility as a special use in the B-2 District
Special Use Permit for an indoor kennel and boarding facility
Fence Variation
Parking Variation
Recommended Approval with Conditions 4-0

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- b. 21-0030 – TMD 327 Gundersen LLC/Fed Ex – 327 E. Gundersen Drive
Special Use Permit for outdoor vehicle storage

Fence Variation

Recommended Approval with Conditions 4-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Vacant Lots on Surrey Drive. *Staff recommends modifying the existing listing to extend the termination date to September 9, 2022 with Rick Fisher of RE/MAX Action.*
2. Award of Contract – 2021 Crackfill Project. *Staff recommends awarding the 2021 Crackfill Project to SKC Construction, Inc. at the bid unit prices submitted of \$66,202.00.*
3. Award of Contract – 2021 Pavement Patching Contract. *Staff recommends awarding the 2021 Pavement Patching Contract to Chicagoland Paving Contractors, Inc. at the bid unit prices submitted of \$50,000.00.*
4. Award of Contract – 2021 Pavement Marking Project. *Staff recommends awarding the 2021 Pavement Marking Project to Superior Road Striping, Inc. at the bid unit price of \$37,127.60 pursuant to the provisions of Section 5-8-14(L) of the Carol Stream Code of Ordinances.*
5. Award of Contract – 2021 Drainage Improvements Project Contract. *Staff recommends awarding the 2021 Drainage Improvements Project to Scanlon Excavating and Concrete at the bid unit prices submitted of \$164,830.00.*
6. Collective Bargaining Agreement between the Village of Carol Stream and Illinois Fraternal Order of Police Labor Council Effective May 1, 2021 to April 30, 2025.

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7. Temporary Waiver to the Code of Ordinances – Core and Main (220 Westgate Drive) requests approval to temporarily store materials outdoors at Dynamic MD (250 N. Schmale Road). *Per the temporary waiver provision in Section 1-1-17 of the Code of Ordinances, Core and Main seeks a temporary waiver to the Code of Ordinances to store pipe and other materials within the fenced and screened outdoor truck and trailer storage lot at Dynamic MD's property at 250 N. Schmale Road. This would be an extension of the Temporary Waiver granted by the Village Board on May 3, 2021, which is set to expire on September 9, 2021.*
8. Tessa Strong Neuroblastoma Pediatric Cancer Walk – Request for Approval of a Temporary Waiver to the Code of Ordinances to allow Temporary Promotional Signage and a Temporary Sign Fee Waiver. *Staff recommends approval of the waiver of the temporary sign permit fees and temporary waiver to sign regulations in the Unified Development Ordinance subject to conditions for the Tessa Strong Neuroblastoma Pediatric Cancer Walk.*

I. ORDINANCES:

1. Ordinance No. 2021-09-____ Amending Chapter 16 – Unified Development Ordinance of the Code of Ordinances of the Village of Carol Stream (Kennel and Boarding Facility (Indoor) as a Special Use in the B-2 District). *See F.1.a*
2. Ordinance No. 2021-09-____ Approving a Zoning Map Amendment to Rezone Property from R-4 Multiunit Residence District to B-2 Neighborhood Business District (Carol Stream Animal Hospital – 160 W. Elk Trail). *See F.1.a*
3. Ordinance No. 2021-09-____ Approving a Special Use Permit for a Kennel and Boarding Facility (Indoor) and Variation for a Fence in the Front Yard (Carol Stream Animal Hospital, 160 W. Elk Trail). *See F.1.a*
4. Ordinance No. 2021-09-____ Approving a Special Use Permit for Outdoor Storage (TMD 327 Gundersen LLC/Fed Ex Ground, 327 Gundersen). *See F.1.b*
5. Ordinance No. 2021-09-____ Amending the Carol Stream Code of Ordinances by Establishing a Whistleblower Report Policy of the Village of Carol Stream.

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J. RESOLUTIONS:

1. Resolution No. ____ Amending Resolution No. 3183 Adopting the 2021-22 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends eliminating the Secretary position in the Support Services Division and creating the position of Management Analyst within the Police Department.*
2. Resolution No. ____ Amending Resolution No. 3183 Adopting the 2021-22 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends reducing one full-time WSE-locator position and creating one additional full-time water and sewer employee position within the Public Works Department.*
3. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus a 2008 Chevrolet Avalanche and bed cap for a Dodge pickup truck located within the Police Department.*
4. Resolution No. ____ Approving and Authorizing the Execution of an Easement Encroachment Agreement between the Village of Carol Stream and Gabriel Sotelo for a Shed at 498 Flint Trail, PIN #02-30-208-006.

K. NEW BUSINESS:

1. Amplification Permit Application – Band of Parents Bound by Hope. *Request approval of an Amplification Permit and waiver of the fee for their Tessa Strong Neuroblastoma Pediatric Cancer Walk on September 12, 2021 from 10:00 a.m. to 4:00 p.m. at the Ross Ferraro Town Center.*
2. Raffle License Application – Band of Parents Bound by Hope. *Request approval of a raffle license and waiver of the fee and manager's fidelity bond for their Tessa Strong Neuroblastoma Pediatric Cancer Walk on September 12, 2021 at the Ross Ferraro Town Center.*
3. Raffle License Application – Windsor Park Benevolent Care Fund. *Request approval of a raffle license and waiver of the fee and manager's fidelity bond for their Annual Benevolent Gala on October 3, 2021 at the Windsor Park Campus.*

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L. PAYMENT OF BILLS:

1. Regular Bills: August 17, 2021 through September 7, 2021.
2. Addendum Warrants: August 17, 2021 through September 7, 2021.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2021-08-38	LAST RESOLUTION	3214
NEXT ORDINANCE	2021-09-39	NEXT RESOLUTION	3215

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

August 16, 2021

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:05 p.m. and directed Clerk Julia Schwarze to call the roll.

Present: Trustees Jeff Berger, John Zalak, Rick Gieser, Mary Frusolone, Matt McCarthy and Mayor Frank Saverino, Sr.

Absent: Trustee Tom Garvey

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Village Clerk Julia Schwarze, Finance Director Jon Batek, Director of Engineering Services Bill Cleveland, Public Works Director Phil Modaff, Community Development Director Don Bastian, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village Attorney Jim Rhodes

MINUTES:

Trustee McCarthy moved and Trustee Berger made the second to approve the Minutes of the August 2, 2021 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

Trustee Frusolone moved and Trustee Zalak made the second to approve but not release the Executive Session Minutes of the August 2, 2021 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

LISTENING POST:

1. Proclamation designating August Back to School Safety Month (*read by Trustee Gieser*).
2. Addresses from Audience (3 Minutes) *None*.

PUBLIC HEARINGS:

1. Public Hearing – 27W174 North Avenue and 2N441 County Farm Road. *This public hearing was noticed to receive comments on the proposed Annexation Agreement for the properties at 27W174 North Avenue and 2N441 County Farm Road owned by Dave Cooper (Route 64, LLC).*

Trustee McCarthy moved and Trustee Berger made the second to open the Public Hearing. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

After no public comments were received, Trustee Gieser moved and Trustee Frusolone made the second to close the Public Hearing. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

CONSENT AGENDA:

Trustee McCarthy 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: 5 Trustees Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

Trustee McCarthy moved and Trustee Gieser 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: 5 Trustees Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

Trustee Frusolone moved and Trustee Berger 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: 5 Trustees Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

The following items were approved on the Consent Agenda for this meeting:

21-0038 – Rt. 64, LLC – 27W174 North Ave and 2N441 County Farm Road
Zoning Map Amendment to B-3 General Business District upon Annexation
Recommended Approval 4-2

The Village Board concurred with Plan Commission’s recommendations.

Special Use Permits for Outdoor Display and Sale of Merchandise and Outdoor Activities and Operations for Truck and Equipment Parking
Variations from UDO provisions regarding fence setbacks, parking setbacks, pavement setbacks, outdoor illumination standards & landscaping standards
Recommended Approval Subject to Conditions 4-2

The Village Board concurred with Plan Commission’s recommendations.

Motion to approve an Engineering Services Agreement with Baxter & Woodman for design-build services for construction of pump station improvements and installation of reservoir mixers in the amount of \$218,000:

The Village Board approved an Engineering Services Agreement for design-build services for construction of pump station improvements and installation of reservoir mixers with Baxter & Woodman in the amount of \$218,000.

Illinois Commerce Commission – Petition to construct the Lies Road Bike Trail across the Chicago, Central and Pacific Railroad:

The Village Board directed the Village Attorney to file a Petition to construct the Lies Road Bike Trail across the Chicago, Central and Pacific Railroad and represent the Village if required by the ICC for public hearings.

Ordinance No. 2021-08-35 Approving an Annexation Agreement:

The Village Board approved an Annexation Agreement for the Route 64, LLC properties located at 27W174 North Avenue and 2N441 County Farm Road which are proposed to be used for firewood, fire pit, lawn statue and garden supply sales business.

Ordinance No. 2021-08-36 Annexing certain territory into the Village of Carol Stream:

The Village Board approved the annexation of Route 64, LLC properties located at 27W174 North Avenue and 2N441 County Farm Road.

Ordinance No. 2021-08-37 Approving a Zoning Map Amendment to zone property to the B-3 General Business District upon annexation to the Village of Carol Stream:

The Village Board approved the zoning of Route 64, LLC properties to B-3 General Business District.

Ordinance No. 2021-08-38 Approving a Special Use Permit for outdoor display and sale of merchandise and outdoor activities and operations, and approving Variations for fence setback, truck and equipment parking setback, parking space setback, pavement setback, landscaping and screening requirements, and outdoor lighting requirements:

The Village Board approved the Special Use Permits and Unified Development Ordinance Variations to allow for the proposed use of the property as a firewood, fire pit, lawn statue and garden supply sales business located at 27W174 North Avenue and 2N441 County Farm Road.

Resolution No. 3211 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board designated certain electronic equipment surplus and said equipment will be processed by AVA Recycling.

Resolution No. 3212 Approving and Authorizing the execution of a Master License Agreement for the collocation of small wireless facilities located within the Municipal rights-of-way:

The Village Board approved and authorized the execution of a Master License Agreement for the collocation of small wireless facilities for New Cingular Wireless PCS d/b/a AT&T Mobility located within the municipal rights-of-way.

Resolution No. 3213 Approving a Local Agency Agreement for Federal Participation for the Southeast Bike Path located at Schmale Road, Gundersen Drive, President Street and Community Park Trails:

The Village Board approved a Local Agency Agreement for Federal Participation for the Southeast Bike Path located at Schmale Road, Gundersen Drive, President Street and Community Park Trails.

Resolution No. 3214 Authorizing the execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal participation of the Southeast Bike Path – Schmale Rd (Geneva Rd to Gundersen Dr), Gundersen Dr (Schmale Rd to President St), President St (Geneva Rd to Gundersen Dr), President St (Geneva Rd to Great Western Trail) and Community Park Trails in the amount of \$290,371:

The Village Board approved an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal participation of the Southeast Bike Path.

Raffle License Application – Western DuPage Special Recreation Association:

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their back to school laptop raffle on August 25, 2021.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated August 16, 2021 in the amount of \$1,761,693.78. The Village Board approved the payment of Addendum Warrant of Bills from August 3, 2021 thru August 16, 2021 in the amount of \$648,745.44.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statement and Balance Sheet for the month ended July 31, 2021.

REPORT OF OFFICERS:

Trustee Berger thanked Assistant to the Village Manager Messino and staff for the successful Concert Series, and congratulated all who worked hard to bring the North Avenue/County Farm property Annexation to fruition. It is a great opportunity for our Village.

Trustee Zalak reviewed the school bus law; reported his attendance at the recent DARE graduation; asked residents to support the Boy Scouts in their current popcorn sales drive; reminded drivers that in case of a power outage, to treat the intersection as a four-way stop; asked citizens to donate any extra pet supplies to the Heartland Animal Hospital in Bartlett; and reminded all to keep First Responders in their thoughts and prayers.

Trustee Gieser praised the unqualified success of this year's Concert Series which reinforced the Village's sense of community; reported his opportunity to speak to a group of Benjamin School Cub Scouts about community service and local government; and wished all kids success in school this year, including his son who is starting his Senior year of college.

Trustee Frusolone thanked all staff and volunteers for a great concert season and the exceptional fireworks display; praised the recent DARE graduates and Officer Castro for heading up the program; and announced details of the August 20th Police Department "Coffee with Champions" fundraiser for Special Olympics, inviting residents to stop by one of three Carol Stream Dunkin Donuts locations to chat with officers over coffee and make a donation.

Trustee McCarthy thanked all the staff and volunteers who made the Concert Series a success this year; reminded drivers to be patient and STOP if they see someone in a crosswalk; and reported the impromptu fundraiser with Chrissy's where volunteers and donors raised \$5,100 for the family of a little girl with brain cancer.

Clerk Schwarze thanked all staff, volunteers and sponsors for putting on a great 2021 Concert Series with a perfect fireworks grand finale; remarked on the beautiful new Lies Road resurfacing and painting of the water tower; and reminded residents to Shop Carol Stream.

Assistant to the Village Manager Messino thanked all sponsors, volunteers and the community for making the 2021 Concert Series a success and raising \$2,169 for Operation Support Our Troops which funds care packages to service men and women all over the world.

Attorney Rhodes had no report.

Village Manager Mellor reported that the next Village Board meeting will be Tuesday, September 7th, due to the Labor Day holiday. He stated that volunteers are what make Carol Stream so special and thanked all those who have volunteered for our Village.

Mayor Saverino thanked Community Development staff for their efforts in annexing and rejuvenating the intersection of County Farm Road and North Avenue and bringing in additional sales tax revenue; thanked all those who participated in the "Move with the Mayor" events; congratulated Grunt Style on their successful inaugural car show August

14th; commended Wheaton Christian on their 44th anniversary and for being an integral part of Carol Stream's growth; and thanked Assistant to the Village Manager Messino, the Police Department, the Fire Department, the Park District and all volunteers for a great 2021 Concert Series.

At 6:42 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of a specific employee – 5/ILCS 120/2(c)(1), then to adjourn directly from Executive Session. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Garvey

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
August 23, 2021.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Patty Battaglia, Planning and Permitting Assistant, to call the roll.

The results of the roll call vote were:

- Present: 4 Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi
- Absent: 3 Commissioners Petella, Battisto and Morris
- Also Present: Tom Farace, Planning and Economic Development Manager; Patty Battaglia, Planning and Permitting Assistant; a representative from County Court Reporters

MINUTES:

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to approve the minutes of the Regular Meeting held on August 9, 2021.

The results of the roll call vote were:

- Ayes: 3 Commissioners Meneghini, Tucek and Chairman Parisi
- Nays: 0
- Abstain: 1 Commissioner Christopher
- Absent: 3 Commissioners Petella, Battisto and Morris

The motion passed by a majority vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

- Ayes: 4 Commissioners Christopher, Meneghini, Tucek and Chairman Parisi
- Nays: 0
- Abstain: 0
- Absent: 3 Commissioners Petella, Battisto and Morris

The motion passed by unanimous vote.

Case #21-0021- Carol Stream Animal Hospital – 160 W. Elk Trail – Zoning Map Amendment from R-4 General Residence District to B-2 General Retail District; Zoning Text Amendment to add indoor kennel and boarding facility as a Special Use in the B-2 District; Special Use Permit for an indoor kennel and boarding facility

Chairman Parisi swore in Mr. Anderson and Dr. Contreras.

Mr. Anderson recapped the changes by stating they have removed the rehabilitation pool and settled on a maximum of 75 animals with a total of five staff members. There will also be three playrooms, a crate room, and a stay and play room for the pets that are not part of the daycare program. No addition is currently planned at this time. We believe the current parking lot is sufficient with five spaces for staff and, at most, 5 spaces for people dropping off and picking up animals. This is based on a study from Central Bark and the parking lot will be restriped.

Chairman Parisi asked for questions from the audience and there were none so he asked Mr. Farace to provide a Staff Report.

Mr. Farace stated the applicant is not moving forward with the building addition and will revamp and use the existing building. There is a Zoning Map Amendment to rezone the property from R-4, Multiunit Residence District, to the B-2, Neighborhood Business District, that will match the designation of the animal hospital property which is next door to the east. There is also a Text Amendment request that will add an indoor kennel and boarding facility as a Special Use in the B-2 District as well as a Variation to allow a fence in the front yard. The existing building is approximately 4,500 square feet and will undergo an interior remodel that will house a maximum of 75 pets and have a staff-to-pet ratio of 1 employee to every 15 pets. In the previous meeting, staff previously questioned the general layout, staff-to-pet ratio and the parking in conjunction with drop off and pick up operations. Without the addition, the parking requirement drops to 12 parking spaces required for this use. The parking spaces will be restriped and there will be 16 spaces including one handicapped accessible space. So the property will meet UDO requirements but we still have some questions on how the drop off and pick up would work. The applicant is working with a franchise called Central Bark and they provided information showing the average number of cars during peak morning and afternoon times. The study shows adequate parking based on the result. However, we are proposing a condition of approval for the special use be listed that if there is an issue with parking pertaining to drop off and pick up times, there needs to be a mechanism put in place. Dr. Contreras suggested a type of online reservation system would be used if parking issues arise. Mr. Farace stated a variation is requested to allow the fence to go past the building to the front yard, closest to Elk Trail Road. Staff is recommending approval with conditions.

Chairman Parisi asked Mr. Farace to clarify where a solid fence would run and where a chain link fence would run.

Mr. Farace stated the wood fence would run along a portion of the the west side and the entire south and east side of the property, and the chain link fence would be where there is a section of fencing that runs parallel to the front façade of the building with a gate and the section along Elk Trail would be chain link as well.

Chairman Parisi asked for questions from the Commission.

Commissioners Christopher and Tucek had no questions.

Commissioner Meneghini asked how is drop off going to be monitored.

Dr. Contreras responded he definitely does not see it being a problem, but if it does become a problem, we would have a reservation system so people can only drop off at a designated time. Dr. Contreras also mentioned the use of another existing parking lot next door for any overflow parking.

Chairman Parisi asked if the applicant is going to apply for a permit for a separate sign located in front of the building.

Mr. Anderson stated a separate permit will be applied for in regards to the additional sign.

Commissioner Meneghini moved and Commissioner Christopher seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Christopher, Meneghini, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 3 Commissioners Petella, Battisto and Morris

The motion passed by unanimous vote.

This case will go before the Village Board on Tuesday, September 7, 2021, at 6:00 PM for review.

Case #21-0030 – TMD 327 Gundersen LLC/Fed Ex – 327 E. Gundersen Drive – Special Use Permit for outdoor vehicle storage; Fence Variation

Chairman Parisi swore in the petitioner, Mr. Timothy McCahill, and Mr. Robert McNees, on behalf of the applicant.

Mr. McNees stated his office is located at 195 Hiawatha Drive, Carol Stream, Illinois, and I represent the applicant TMD 327 Gundersen LLC which owns the property located at 327 E. Gundersen Drive. The subject property contains about 3.8 acres with approximately a 50,000 square foot building. TMD is applying for a Special Use Permit for outdoor storage of trailers on this property. TMD's tenant, Fed Ex Ground, runs a large distribution center at Gary Avenue and Della Court, to the west in Carol Stream. Fed Ex's needs have outgrown that facility and need an overflow facility to store additional vans and trailers for use in peak delivery times. The use of the property for parking and storing vans and trailers would need to be 24 hours a day, 365 days a year, but it's really an overflow facility to be used during peak volume times. There won't be any loading or unloading of packages to or from the vans or trailers at this property. Simply parking and storage only. The proposal is to gut the interior of the building to provide for 44 indoor van parking spaces, 2,000 square feet office space will remain in the southwest corner, and there will be some interior storage space reserved to the east of the office area. There will be an additional drive-in door installed on the west side of the building. The southern door would be for inbound vans into the building and the northern door would be for outbound vans leaving the building. The paved parking areas are going to be repaved and the east parking lot will be reconfigured for the storage of 33 trailers. The current islands for parking lot lighting will be removed, however, the actual amount of green space for the east storage area would be much greater than currently exists and will exceed code requirements. The green space will also include some existing approved rain garden and that will be preserved as well. The east storage lot will be securely gated and fenced with 8 foot tall solid, vinyl fence.

The configuration of the storage is such that trailers will not need to back in to the storage area from Gundersen Drive and all trailer maneuvering can easily take place within the east storage area. The driveways to the east of the building will be reconfigured. The eastern most driveway will be widened to 36 feet to allow for trailers to enter and leave the storage area. The next driveway to the west will be relocated so that it is closer to the corner of the building and widened per request by the Fire Department for emergency vehicles. The western most driveway stays unchanged. TMD needs to preserve the previously granted parking setback variation from 20 feet to 2 feet for the parking spaces immediately to the south of the building. There are 26 car parking spaces provided for use by the office workers and the van drivers will park inside the building. The trailers stored outside in the east lot will be shuttled back and forth from the main Fed Ex facility as needed. There will be no semi traffic in the west parking lot and signage will be posted to this effect. Mr. and Mrs. Craig reside immediately to the west of this property and they have expressed concern of van traffic on their street. TMD has agreed to install a different 8 foot tall vinyl, Simtek fence which Mr. And Mrs. Craig believe will provide a better sound barrier. This style fence will also assist with the overhead van entry and exit doors which will not be left open in order to keep the building energy efficient. This will further serve to contain van noise in the building. The applicant agrees with all of staff's conditions, specifically Fed Ex is not to use West Street in connection with this facility. All traffic to and from the property are to use Gundersen Drive. Please grant the requests for approval.

Chairman Parisi asked if there were any comments or questions from the audience.

Chairman Parisi swore in Mr. Dimee Vasilev, 25W019 Doris Avenue, Carol Stream, Illinois.

Mr. Vasilev stated he has concerns about the traffic on West Street, the noise and pollution, both inside and outside the building, from the semi-trucks and the traffic on the corner of Gundersen Drive and Main Street.

Chairman Parisi stated, in regards to the pollution, a permit will be required through the Building Department and will have to comply with all codes.

Mr. McCahill stated this facility is for overflow purposes only and there will be no transfer of packages so vans will not line up.

Chairman Parisi confirmed there will be no traffic allowed to travel southbound or northbound on West St. and asked Mr. Farace to explain the flow.

Mr. Farace stated the vans and trailers would enter and exit the eastern most entrance and not be traveling westbound on Gundersen Drive, just eastbound.

Mr. McCahill stated this facility will be mostly used from November through March and there will be zero staging. The most time a truck would be running would be to hook up to a trailer. There will also be no overnight parking. He also stated TMD is very cognizant of the traffic at Gundersen Drive and Main Street.

Chairman Parisi asked for any other comments or questions from the audience.

Mr. Vasilev reiterated his concern about the traffic at Main Street and Gundersen Drive and asked if the marsh area, a protected land, will be effected by the pollution.

Chairman Parisi stated the marsh is not located on their property and they are only responsible for what is located on their property.

Chairman Parisi asked for any other questions or comments from the audience and there were none. He then asked Mr. Farace for a Staff Report.

Mr. Farace stated the applicant is seeking Special Use approval for outdoor storage of trailers with 44 van parking spaces inside the building. On the east side there will be 33 spaces for the trailers with automobile parking on the south and west side of the building. Fencing is proposed around the outdoor storage area. Staff recommended the proposed landscape area to increase the number of evergreens but not overcrowd which could have a negative impact on the existing rain garden. We spoke with the applicant to see if this drive isle is going to be utilized. Staff recommendation is to remove the hardscape from this area and make it more green space to install potentially a double row of evergreens which would provide a more solid screen, with the fence, along Gundersen Drive. We requested an updated landscaping plan before this case goes before Village Board. An 8 foot tall fence will be constructed around the property, but the plan has been modified for the west side to install a Simtek fence to reduce noise. Staff is supportive of this request with the recommended conditions.

Chairman Parisi asked for comments or questions from the Commission.

Commissioner Meneghini asked who was going to be responsible for installing signage pertinent to the flow of traffic.

Mr. McCahill stated he would be responsible and will see it through.

Commissioner Christopher had no questions.

Commissioner Tucek asked if the tractor trailers have back up signals and if new lighting will be installed.

Mr. McCahill stated there are no back up signals and the plan for lighting was submitted.

Mr. Farace stated the Engineering Department will review the photometric plan.

Chairman Parisi asked if the Simtek fence is only on the west side of the property and there is no enclosure or gate on the southwest side and what is the landscaping to the west.

Mr. Farace responded that is correct and the landscaping does provide a solid screen along with the fence.

Chairman Parisi asked for any other comments or questions from the Commission and there were none.

Motion to approve was made by Commissioner Meneghini and seconded by Commissioner Christopher with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Tucek, Christopher and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 3 Commissioners Petella, Battisto and Morris

The motion passed by majority vote.

This case will go before the Village Board on Tuesday, September 7, 2021, at 6:00 PM for review.

Chairman Parisi asked for a motion to close the Public Hearing. Commissioner Meneghini moved and Commissioner Christopher seconded the motion with no further discussion.

Ayes: 4 Commissioners Meneghini, Tucek, Christopher and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 3 Commissioners Petella, Battisto and Morris

The motion passed by unanimous vote.

PRESENTATION: 21-0049 – 27W031 North Avenue – Wayne Township
North Avenue Corridor Review – Landscaping and Site Modifications

Mr. Randy Ramey, applicant, and Mr. Algis Rugienius, Engineer and Product Manager were the presenters.

Mr. Randy Ramey stated they received a grant to enhance the area of our property that is currently vacant. We are proposing to build Wayne Township park with three structures, a path around the pond with various stopping points and a bacece ball court for seniors. This is a two phase project due to funding availability and will be on the east side of our property. This will be for our summer camp and we will develop it into different things to have available for them in the park and will also include some of the south side of the property.

Chairman Parisi asked for Mr. Ramey to point out the phases.

Mr. Ramey stated the pond area to the south where there is a structure and a walk path around the pond will be part of the first phase. By the east side of the building there is another covered structure for picnics and outdoor usage by our staff and kids in summer camp. The second phase will include the area to the east of the property showing the path to the picnic tables and the south end is called the Gaga Court (octagonal shape are for the kids to kick a ball).

Mr. Farace stated Wayne Township is seeking North Avenue Corridor approval for this new park on the east and south portions of the property. Staff is supportive of the project with conditions and recommends approval.

Mr. Ramey stated they agree with the recommendations.

Chairman Parisi asked for comments or questions from the Commission and there were none.

Motion to approve was made by Commissioner Meneghini and seconded by Commissioner Tucek with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Tucek, Christopher and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 3 Commissioners Petella, Battisto and Morris

The motion passed by unanimous vote.

NEW BUSINESS:

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 7:00 p.m. Commissioner Meneghini moved and Commissioner Tucek seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 4 Commissioners Christopher, Tucek, Meneghini and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 3 Commissioner Petella, Battisto, and Morris

The motion was passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Patty Battaglia
Planning and Permitting Assistant

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

Chairman

Draft

PROCLAMATION

Designating September National Preparedness Month

WHEREAS, 'National Preparedness Month' is an annual education and awareness campaign to empower Americans of all walks of life to increase their preparedness capabilities for the host of natural disasters common to their region as well as for acts of terror; and

WHEREAS, in a wide spread disaster, home and business owners are asked to be prepared to be self-sufficient for the first 72 hours while first responders complete their damage assessment and formulate a detailed response plan; and

WHEREAS, home and business owners efforts to increase their preparedness capability has proven successful in reducing disaster-related injuries, fatalities and minimize property damage; and

WHEREAS, the theme of this year's month-long preparedness campaign is '**Prepare to Protect. Preparing for disasters is protecting everyone you love**' and a number of educational resources are available from the U.S. Department of Homeland Security's preparedness web portal **READY.gov**; and

WHEREAS, the 3 critical preparedness measures that most impact a home owner's preparedness level includes purchasing and stocking a disaster go kit, developing a family emergency plan and purchasing a portable weather radio or downloading a digital application for your smart phone.

NOW THEREFORE BE IT PROCLAIMED that I, Mayor Frank Saverino Sr. & the Carol Stream Board of Trustees, DuPage County, Illinois in the exercise of its home rule powers does hereby proclaim September 2021 as

National Preparedness Month

in Carol Stream and encourage all residents and business owners to participate in National Preparedness month by restocking your disaster supply kit and conducting a drill of your home or business emergency plan.


Frank Saverino, Sr., Mayor

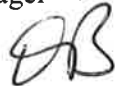
ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager 

THROUGH: Donald T. Bastian, Community Development Director 

DATE: August 31, 2021

RE: **Agenda Item for the Village Board Meeting of September 7, 2021**
PC/ZBA Case 21-0021, Carol Stream Animal Hospital – 160 W. Elk Trail, Zoning Map Amendment, Text Amendment, Special Use Permit for a Kennel and Boarding Facility (Indoor), and Fence Variation

Dr. Mondrian Contreras, owner of the Carol Stream Animal Hospital at 140 W. Elk Trail, requests approval of a Zoning Map Amendment, Text Amendment, Special Use Permit for a Kennel and Boarding Facility (Indoor), and Fence Variation for the adjacent property at 160 W. Elk Trail, currently owned by the Carol Stream Park District. Dr. Contreras proposes to operate a doggie day care and kennel facility within the Park District's former Elk Trail Recreation Center building. The property is proposed to be rezoned from R-4 Multiunit Residence District to B-2 Neighborhood Business District, and the B-2 zoning designation matches the designation of the adjacent animal hospital property. In addition, a text amendment to the UDO is proposed to allow an indoor kennel and boarding facility as a special use in the B-2 District, as the use is currently only allowed as a permitted use in the B-3 and Industrial Districts.

The facility is proposed to include pet daycare, pet boarding and grooming, have a maximum of 75 pets, and a staffing ratio of one employee per 15 pets. The parking lot will be restriped, and parking will meet UDO standards. In response to staff's request, the applicant provided information on pet drop-off and pick-up operations from a business of which the applicant proposes to be a franchisee (Central Bark), which illustrated that on-site parking should meet peak periods for pet drop-off and pick-up. However, both staff and the PC/ZBA recommended a condition of approval to require that, should insufficient parking be found to exist, the applicant would implement a reservation system for clients dropping off dogs, and if parking is still insufficient, the owner would agree to construct additional parking. Staff supports the map amendment, text amendment, and special use requests, and also supports the variation request to maintain an existing chain link fence on the west side of the property that extends into the front yard, which acts as a barrier between the parking lot and bicycle path to the west.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 20, 2021. At its meeting on August 23, 2021, by a vote of 4-0, the PC/ZBA recommended approval of the requests subject to the conditions in the August 23, 2021 staff report.


If the Village Board concurs with the PC/ZBA recommendation, they should approve Zoning Map Amendment, Text Amendment, Special Use Permit for a Kennel and Boarding Facility (Indoor), and Fence Variation for the Carol Stream Animal Hospital, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinances.

ec: Dr. Mondrian Contreras, Carol Stream Animal Hospital

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager 

THROUGH: Donald T. Bastian, Community Development Director 

DATE: September 1, 2021

RE: **Agenda Item for the Village Board Meeting of September 7, 2021**
PC/ZBA Case 21-0030, TMD 327 Gundersen LLC/Fed Ex Ground – 327 Gundersen Drive, Special Use Permit for Outdoor Storage

Mr. Timothy McCahill with TMD 327 Gundersen LLC requests approval of a Special Use Permit for outdoor storage on behalf of Federal Express Ground (FXG). FXG proposes to utilize the building and property for indoor and outdoor storage of vans and trailers. FXG has a large distribution center at Gary Avenue and Della Court, and the subject property will be an overflow location for vehicles associated with the business. The interior of the building will be gutted and converted into space for interior parking of 44 vans, and the east parking lot will be redesigned for outdoor storage of 33 trailers. Site modifications include the reconstruction of driveways along Gundersen to maintain unobstructed fire access to the front of the building, and to allow employees and visitors to enter and exit the property without needing to enter through the easternmost driveway. Since the main FXG facility at Gary and Della is in close proximity to the subject property, a condition of approval was recommended by the PC/ZBA that FXG drivers not be allowed to transverse through the adjoining residential neighborhood to travel back and forth to facilities, and only utilize Gundersen Drive to enter and exit the subject property.

Site modifications include the removal of pavement and expansion of greenspace to provide additional space for landscape screening of the storage lot along Gundersen, in conjunction with an eight-foot tall vinyl fence that is proposed around the entire storage lot. Finally, in combination with existing landscaping, an eight-foot tall decorative simulated stone fence is proposed along the west property line to provide supplemental screening of van access in and out of the building for the residential properties along West Street.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 20, 2021. At its meeting on August 23, 2021, by a vote of 4-0, the PC/ZBA recommended approval of the Special Use request subject to the conditions in the August 23, 2021 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for Outdoor Storage for TMD 327 Gundersen LLC/Fed Ex Ground, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Timothy McCahill, TMD 327 Gundersen LLC

Village of Carol Stream
Interdepartmental Memo

TO: Village Board
VIA: Bob Mellor, Village Manager
FROM: Joe Carey, Assistant Village Manager
DATE: August 30, 2021
RE: Vacant Lots – Surrey Drive

Last year, the Village Board authorized the listing of two vacant lots with local realtor Rick Fisher of RE/MAX Action for a 12 month term. This agreement expires on September 9, 2021.

During the past year, the cost of building materials has been detrimental to attracting interest to the properties. An additional challenge has been the cost of utility connections to the property – estimated to be \$14,000 per lot.

Staff recommends modifying the existing listing to extend the termination date an additional 12 months. The existing price per lot is \$79,900 and no price adjustment is being recommended by staff at this time. The modification with Rick Fisher of RE/MAX Action for each property would extend from September 9, 2021 to September 9, 2022. Sale of either property will require Village Board approval and will be brought before you at that time.



MAINSTREET ORGANIZATION OF REALTORS®
LISTING MODIFICATION FORM



1 Relevant to Exclusive Marketing Agreement ("Agreement") dated August 17, 2019 by and between:
2 Village of Carol Stream (Seller/Landlord)
3 and Remax Action (Brokerage)
4 for property located at Surrey Drive - North Parcel Carol Stream IL 60188 ("Property"),
5 it is hereby agreed as follows (complete all that apply):
6

7 1. **PRICE CHANGE:** The listed price for a sale shall be changed from \$ _____ to
8 \$ _____ and the listed price for a rental shall be changed from \$ _____ to
9 \$ _____. Effective Date: _____, 20____.

10 2. **MODIFICATION OF LISTING TERM:** The expiration date of the Agreement shall be modified as follows:
11 September 9, 2021 to September 9, 2022
12 (Current Expiration Date) (New Expiration Date)
13

14 3. **TEMPORARILY OFF MARKET:** From _____, 20____ to _____, 20____,
15 unless otherwise notified by Seller.
16

17 4. **OTHER:** Other provisions of the Agreement are modified as follows:
18
19
20
21
22
23
24
25

26 All terms of Exclusive Marketing Agreement shall remain unchanged and in full force and effect, except as amended herein.
27

28 _____
29 Managing Broker (Print)

_____ Seller (Signature)

30 _____
31 Managing Broker (Signature)

_____ Seller (Signature)

32 _____
33 Date

_____ Date

34
35
36 DocuSigned by:
37 Richard A. Fisher

38 Designated Agent (Signature)

39 8/29/2021

40 _____
41 Date



MAINSTREET ORGANIZATION OF REALTORS®
LISTING MODIFICATION FORM



1 Relevant to Exclusive Marketing Agreement ("Agreement") dated August 17, 2019 by and between:
2 Village of Carol Stream (Seller/Landlord)
3 and Remax Action (Brokerage)
4 for property located at Surrey Drive - South Parcel Carol Stream IL 60188 ("Property"),
5 it is hereby agreed as follows (complete all that apply):
6

7 1. **PRICE CHANGE:** The listed price for a sale shall be changed from \$ _____ to
8 \$ _____ and the listed price for a rental shall be changed from \$ _____ to
9 \$ _____. Effective Date: _____, 20____.

10 2. **MODIFICATION OF LISTING TERM:** The expiration date of the Agreement shall be modified as follows:
11 September 9, 2021 to September 9, 2022
12 (Current Expiration Date) (New Expiration Date)

13 3. **TEMPORARILY OFF MARKET:** From _____, 20____ to _____, 20____,
14 unless otherwise notified by Seller.

15 4. **OTHER:** Other provisions of the Agreement are modified as follows:
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 All terms of Exclusive Marketing Agreement shall remain unchanged and in full force and effect, except as amended herein.

27 _____
28 _____
29 Managing Broker (Print)

30 _____
31 _____
32 Managing Broker (Signature)


33 _____
34 _____
35 Date

36 _____
37 _____
38 Designated Agent (Signature)
39 Richard A. Fisher
40 8/29/2021

41 _____
Date

Village Of Carol Stream

Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: August 30, 2021
RE: **Award of Contract - 2021 Crackfill Project**

On August 10th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

SKC Construction, Inc., West Dundee, IL	\$ 66,202.00
Denler Inc., Joliet, IL	\$ 77,950.00
Engineer's Estimate	\$ 75,000.00

The low bid received was under the budget and the Engineer's Estimate of \$75,000.00 by \$8,798.00. The budgeted amount for this project is \$75,000.00 through the MFT Fund.

SKC Construction has completed this project successfully for the Village several times in the past. Staff therefore recommends award of the contract to SKC Construction, Inc. at the bid unit prices submitted.

Attachments:

Bid Tab

2 Copies of Contract for Mayor and Clerk's Signature

cc: William N. Cleveland, Director of Engineering Services
Jon Batek, Finance Director

**Village of Carol Stream
 Bid Tabulation
 2021 Crack Fill Project
 Bid Opened
 8/10/2021**

Item #	ITEM	UNIT	QTY	Village of Carol Stream Estimate of Cost		SKC Construction, Inc. Des Plaines, IL 60118		Denler, Inc. Mokena, IL 60448	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Fiber - Asphalt	LB	55,000	\$1.28	\$70,400.00	\$1.20	\$66,000.00	\$1.050	\$57,750.00
2	Fine Aggregate (FA-6)	TON	20	\$60.00	\$1,200.00	\$5.10	\$102.00	\$10.00	\$200.00
3	Traffic Control and Protection	LS	1	\$3,400.00	\$3,400.00	\$100.00	\$100.00	\$20,000.00	\$20,000.00
					\$75,000.00		\$66,202.00		\$77,950.00

Village Of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: August 30, 2021
RE: **Award of Contract – 2021 Pavement Patching Contract**

On August 24th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Chicagoland Paving Contractors, Inc., Lake Zurich, IL	\$50,000.00
Schroeder Asphalt Services, Inc., Huntley, IL	\$57,910.00
Brothers Asphalt Paving, Inc., Addison IL	\$65,550.00
JA Johnson Paving, Inc., Arlington Heights, IL	\$74,000.00
R.W. Dunteman, Addison, IL	\$74,950.00
A Lamp Concrete Contractors, Schaumburg, IL	\$114,235.00
Engineer's Estimate	\$74,110.00

The low bid received was under the Engineer's Estimate of \$74,110.00 by \$24,110.00.

A total of \$500,000 is budgeted between the Pavement Rejuvenator Project, the Restorative Sealer Project, Pavement Marking Project and the Patching Project. Between the four projects ample funds remain for the Pavement Patching Project.

Chicagoland Paving completed this project successfully in the past. Staff therefore recommends award of the contract to Chicagoland Paving Contractors, Inc. at the bid unit prices submitted.

Attachments:
Bid Tabs
2 Copies – Contract for Mayor and Clerk's Signature

cc: William N. Cleveland, Director of Engineering Services
Jon Batek, Finance Director

Village Of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: August 30, 2021
RE: **Award of Contract – 2021 Pavement Marking Project**

The Suburban Purchasing Cooperative Joint Purchasing Program (SPC) bids thermoplastic pavement markings for multiple agencies annually. Staff previously submitted approximate quantities to the SPC for inclusion in the joint bid. Superior Road Striping, Inc. was the low bidder with the following unit prices:

Thermoplastic Pavement Marking – Line 4”	\$0.53/FT
Thermoplastic Pavement Marking – Line 6”	\$0.75/FT
Thermoplastic Pavement Marking – Line 12”	\$1.50/FT
Thermoplastic Pavement Marking – Line 24”	\$3.75/FT
Thermoplastic Pavement Marking – Letters and Symbols	\$3.75/SQ FT
Marking Removal	\$0.30/SQ FT

With these bid unit prices, the total cost of the project is \$37,127.60. Staff recommends awarding a contract with regards to the 2021 Pavement Marking Project to Superior Road Striping, Inc. of Melrose Park, IL. at the bid unit prices pursuant to the provisions of Section 5-8-14(L) of the Carol Stream Code of Ordinances. Superior Road Striping, Inc. has completed this project successfully for the Village in the past.

A total of \$500,000 is budgeted between the Pavement Rejuvenator Project, the Restorative Sealer Project, Pavement Marking Project and the Patching Project. Between the four projects ample funds remain for the Pavement Marking Project.

Attachments:

2 Copies - Contract for Village Manager’s Signature

cc: William N. Cleveland, Director of Engineering Services
Jon Batek, Finance Director

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between Superior Road Striping, Inc. herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
5. To indemnify "*Second Party*" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "*First Party*" or of the subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "*First Party*" shall have full control of the ways and means of performing the work referred to above and that the "*First Party*" or his/its employees, representative or subcontractors are in no sense employees of the "*Second Party*", it being specifically agreed that in respect to the "*Second Party*", the "*First Party*" bears the relationship of an independent contractor.

This agreement shall be in effect from the ___ day of _____ 20__ until the ___ day of _____, 20__ inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ___ day of 20__.

FIRST PARTY:

CONTRACTOR SES
SIGNED [Signature]
BY: JOHN YARD
TITLE: President

SECOND PARTY:

VILLAGE OF CAROL STREAM
SIGNED: _____
BY: _____
TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • JULIA SCHWARZE, CLERK • ROBERT MELLOR, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

RE: 2021 PAVEMENT MARKING PROJECT

The Contractor agrees to indemnify and hold harmless the Village of Carol Stream, its trustees, officers, officials and employees from any and all losses, claims, actions, costs, expenses, judgments, subrogations or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property of whatsoever nature of any person arising out of incident to the performance of work by the Contractor (including designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this contract) at the project listed above. The Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments or other damages, directly solely and proximately caused by the negligence of the Village.



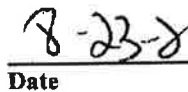
Signature



Title



Company Name



Date



You are in: [Home](#) / [Suburban Purchasing Cooperative](#) / [Thermoplastic Road Striping](#)

Thermoplastic Road Striping

Product Information

Contract #201

The Suburban Purchasing Cooperative (SPC) is pleased to announce the award of the 2021 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #201) to Superior Road Striping, Melrose Park, from April 12, 2021 through April 11, 2022 with three (3) possible, one-year contract extensions.

Pricing for the 2021 program is as follows:

Thermoplastic Pavement Marking Line

Item Description	Unit \$
4" Marking Line	\$0.53
6" Marking Line	\$0.75
12" Marking Line	\$1.50
24" Marking Line	\$3.75
Marking Letters & Symbols	\$3.75
Removal	\$0.30

Urethane Pavement Marking Line

Item Description	Unit \$
4" Marking Line	\$0.50
6" Marking Line	\$1.00
12" Marking Line	\$2.00
24" Marking Line	\$4.00
Marking Letters & Symbols	\$5.00

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.

Superior Road Striping

1967 Cornell Avenue
 Melrose Park, IL 60160
 Contact: Joan Yario or Sandy DeHoyos
 P: 708-865-0718 F: 708-865-0296
thermopros@sbcglobal.net

Attachments

- 2021 Lane Marking Contract



Birchbark Trail (Morton to County Farm)	260	732	96	151	37		Inc. Side Streets, Morton Int. SB and Xwalk
Pawnee Drive (Morton Road to County Farm Road)			160	120			All, Inc. Side Street SB's
Lies Road (County Farm Road - Kuhn Road)	7370	1870		1348	80		All, Inc. Path Crossings, Lies/Kuhn Walks
Munson Drive/Kuhn Road	240	220	200	24	74		Left and Right Turn Lanes, SB, Xwalk
Kuhn Road (North of Lies to North Avenue)	22115	1975	1525	271	354		All, Inc. Side Street SB's and Xwalks
Thunderbird Trail (Kuhn Road to Aztec Drive)	200			42			Include Aztec Stop Bars
Wast Treatment Plant Parking Stalls and SB's	925	40		26	15		White and Yellow w. Hcap Symbol, 2 SB
Elk Trail Mid Block Crossing		66	125			66	remove Ped X walk, Install Bike Path X wal
Public Works Parking Stalls	400		60				Public Works Parking Lot Stalls
Doris Avenue/Gary Avenue				13			1 Stop Bar
THERMO TOTAL	31510	5971	3882	2135	560	66	
THERMO Cost	\$ 16,700.30	\$ 4,478.25	\$ 5,823.00	\$ 8,006.25	\$ 2,100.00	\$ 19.80	\$ 37,127.60



Village of Carol Stream

2021 Pavement Marking Project

Legend

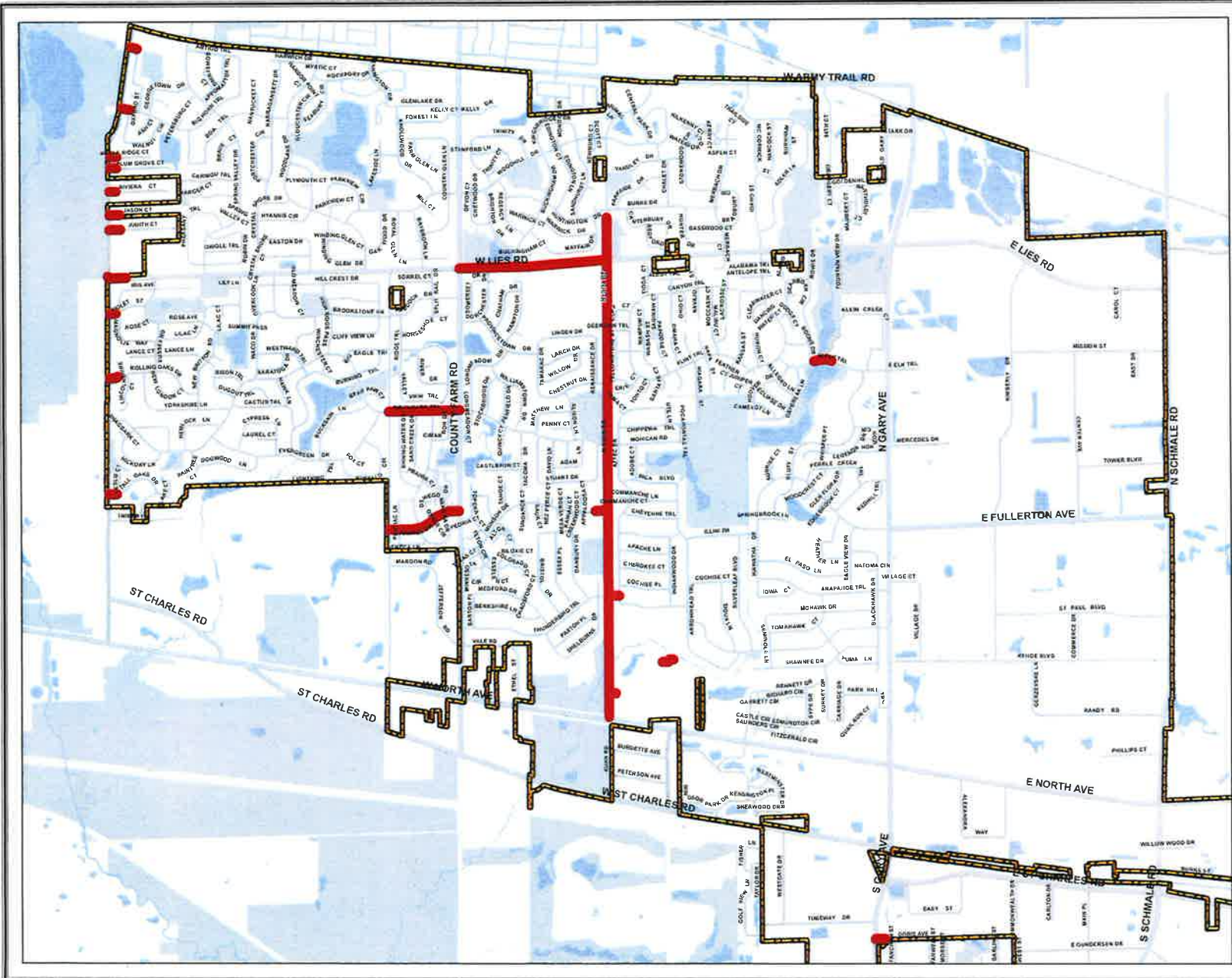
- Pavement Marking
- Village Boundary

Locations


- Oxford St/Fair Oaks Rd
- Big Horn Trl/Fair Oaks Rd
- Maple Ridge Ct/Fair Oaks Rd
- Plum Grove Ct/Fair Oaks Rd
- Riviera Ct/Fair Oaks Rd
- Jason Ct/Fair Oaks Rd
- Judith Ct/Fair Oaks Rd
- Lies Rd/Fair Oaks Rd
- Violet St/Fair Oaks Rd
- Rolling Oaks Dr/Fair Oaks Rd
- Tall Oaks Dr/Fair Oaks Rd
- Birchbark Trl
- Pawnee Dr
- Lies Rd
- Kuhn Rd
- Thunderbird Trl
- Wastewater Treatment Plant
- W Elk Trl
- Doris Ave/Gary Ave
- Munson Rd

1 inch = 1,750 feet

Prepared By:
GIS and Department of Engineering Services,
August 20, 2021



Village Of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: August 31, 2021
RE: **Award of Contract – 2021 Drainage Improvements Project Contract**

On August 31th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Scanlon Excavating and Concrete, Kankakee IL	\$ 164,830.00
H. Linden and Sons, Sewer and Water, Plano IL	\$ 325,658.00

The low bid received was under the budget of \$195,000.00, comprised of \$145,000.00 in remaining funds budgeted for the Roadway Drainage Improvements along with \$50,000.00 budgeted for Public Detention Rehabilitation. The low bid was under the total budget by \$30,170.00.

Scanlon Excavating and Concrete completed this project successfully in the past. Staff therefore recommends award of the contract to Scanlon Excavating and Concrete, Inc. at the bid unit prices submitted.

Attachments (Bid Tab)

cc: William N. Cleveland, Director of Engineering Services
Greg Ulreich, Civil/Stormwater Engineer
Jon Batek, Finance Director

2021 Drainage Improvements Project (#7993341)
 Owner: Carol Stream IL, Village of
 Solicitor: Carol Stream IL, Village of
 08/31/2021 11:00 AM CDT

Line Item	Item Code	Item Description	UoffM	Engineer Estimate			Scanlon Excavating & Concrete, Inc.			H. Linden & Sons Sewer and Water, Inc.		
				Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
1	1	MOBILIZATION	LS	1		\$	7,500.00	\$ 7,500.00	\$	30,000.00	\$ 30,000.00	
2	2	TEMPORARY EROSION CONTROL	LS	1		\$	2,500.00	\$ 2,500.00	\$	5,000.00	\$ 5,000.00	
3	3	WORK ZONE TRAFFIC CONTROL AND PROTECTION	LS	1		\$	6,500.00	\$ 6,500.00	\$	10,000.00	\$ 10,000.00	
4	4	INSTALL OUTLET CONTROL STRUCTURE	LS	1		\$	55,000.00	\$ 55,000.00	\$	42,000.00	\$ 42,000.00	
5	5	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT; 5 INCH	SF	34		\$	55.00	\$ 1,870.00	\$	45.00	\$ 1,530.00	
6	6	CLASS C PATCHES, TYPE I, 6 INCH (DRIVEWAYS)	Sq Yd	9		\$	85.00	\$ 765.00	\$	400.00	\$ 3,600.00	
7	7	CLASS D PATCHES, TYPE I, 2.5 INCH (DRIVEWAYS)	Sq Yd	35		\$	75.00	\$ 2,625.00	\$	100.00	\$ 3,500.00	
8	8	CLASS D PATCHES, TYPE I, 4 INCH (ROADS - SURFACE)	Sq Yd	65		\$	80.00	\$ 5,200.00	\$	100.00	\$ 6,500.00	
9	9	PIPE UNDERDRAINS (SPECIAL), 6-INCH	Ln Ft	745		\$	40.00	\$ 29,800.00	\$	64.00	\$ 47,680.00	
10	10	YARD DRAIN, 8-INCH, STANDARD GRATE	Ea	12		\$	500.00	\$ 6,000.00	\$	2,000.00	\$ 24,000.00	
11	11	CATCH BASINS, MANHOLES OR INLETS TO BE REPAIRED	Ea	13		\$	750.00	\$ 9,750.00	\$	5,000.00	\$ 65,000.00	
12	12	CATCH BASINS, MANHOLES OR INLETS TO BE ADJUSTED	Ea	8		\$	650.00	\$ 5,200.00	\$	5,000.00	\$ 40,000.00	
13	13	CATCH BASINS, MANHOLES OR INLETS TO BE RECONSTRUCTED	Ea	12		\$	1,000.00	\$ 12,000.00	\$	2,000.00	\$ 24,000.00	
14	14	REMOVING & REPLACING CATCH BASINS	Ea	1		\$	3,500.00	\$ 3,500.00	\$	8,000.00	\$ 8,000.00	
15	15	REMOVING & REPLACING FRAME AND GRATE	Ea	2		\$	400.00	\$ 800.00	\$	2,000.00	\$ 4,000.00	
16	16	COMBINATION CONCRETE CURB AND GUTTER - REMOVAL & REPLACEMENT	Ln Ft	226		\$	70.00	\$ 15,820.00	\$	48.00	\$ 10,848.00	
Base Bid Total:						\$ -		\$ 164,830.00			\$ 325,658.00	



Carol Stream Police Department Memorandum

TO: Bob Mellor, Village Manager
FROM: Bill Holmer, Chief of Police
DATE: August 31, 2021
RE: **FOP CONTRACT RATIFICATION**

BACKGROUND

The collective bargaining agreement between the Village and the Fraternal Order of Police (FOP) expired April 30, 2021. The FOP represents sworn police officers below the rank of Sergeant. Representatives from the bargaining unit and the Village have been engaged in productive "off-the-record" discussions for several weeks.

SUBJECT/ISSUE

Our discussions have resulted in an agreement which has been ratified by the FOP. The key terms of the new agreement are as follows:

- 4-year agreement expiring April 30, 2025
- Wage Adjustments
 - 2.75% step adjustment on 05/01/21 for Officers at the top step
 - 3% general wage adjustment on 05/01/22
 - 3.25% general wage adjustment on 05/01/23
 - 2.75% general wage adjustment on 05/01/24
- A seventh step was added to the pay range meaning that it takes 7 years, instead of 6, to reach top pay
- Officers below the top step will continue to receive their "step increase" in year one
- Monetary incentive for patrol officers who are otherwise unscheduled on a holiday, but get called in to work
- Option to "cash out" up to 50% of comp time balance at the end of the calendar year

RECOMMENDATION

This agreement is the result of reasonable and cooperative dialogue on behalf of both the Village and the FOP. Additionally, it represents a desire by the Village Board to recognize the members of the bargaining unit for their past work and achievements, especially during the very difficult past year. Further, there is recognition with this agreement in past concessions made by the FOP during difficult financial times. I request that this agreement be forwarded to the Village Board with a recommendation for approval.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CAROL STREAM

AND

ILLINOIS FOP LABOR COUNCIL

EFFECTIVE MAY 1, 2021 – APRIL 30, 2025

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ARTICLE I PREAMBLE

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

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

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

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

ARTICLE II RECOGNITION

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

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

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

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

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

ARTICLE III MANAGEMENT RIGHTS

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

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

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

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

ARTICLE IV HOURS OF WORK/PREMIUM RATES

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

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

Section C. Work Day Defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section G. Officer-In-Charge Pay. When a police officer is assigned as Officer-in-Charge at the start of a shift, the officer shall be required to report for duty twenty (20) minutes prior to the start of the shift. Compensation for Officer-in-Charge duties shall be \$4.60 per hour, but shall not exceed \$36.80/\$46.00/\$55.20 per shift (depending on whether the Officer is assigned to a 8/10/12 hour shift).

Section H. PTO Pay. When a police officer is assigned as Police Training Officer, the officer shall be compensated an additional \$4.00 for each hour, so assigned, but shall not exceed \$32.00/\$40.00/\$48.00 per shift (depending on whether the Officer is assigned to a 8/10/12 hour shift).

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

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

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

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

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

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

of this Agreement shall be given effect as if the 12-hour shift schedule had not been implemented.

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

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

ARTICLE V LAYOFFS

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

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

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

ARTICLE VI SENIORITY

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

ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

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

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

Section B. Holiday Pay.

1. In those cases where a police officer is required to work one of these holidays, the police officer will be compensated at one and one-half (1-1/2) times his/her regular pay for hours worked on the holiday. Except that, officers who were otherwise not scheduled to work on a recognized holiday, but work as a result of an emergency manpower need (i.e. sick call, forced hireback, etc.) will be compensated at two times his/her regular pay for hours worked on the holiday. This shall not apply to investigative call-ins.

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

- (1) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
- (2) Accrue eight (8) hours of holiday time provided that the officer at the time of the holiday has 56 or less hours of holiday time available for use.

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

- (a) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or
- (b) Accrue eight (8) hours of holiday time, if the officer at the time of the holiday has 56 or less hours of holiday time available for use.

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

4. As used in this section, a holiday shall be measured by the length of the officer's actual scheduled workday under Article IV, Section C, above, whether eight (8) hours, ten (10) hours or twelve (12) hours, as applicable. Officers whose regularly scheduled shift both (i) starts at or after 1400 on December 31, and (ii) ends at or before 1800 hours on January 1, shall be deemed to be working on New Year's Day for purposes of this section.

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

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

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

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

Section E. Personal Leave Incentives. Effective January 1, 2014, 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 VIII VACATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX SICK LEAVE

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

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

Section C. Sick Leave Uses.

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

1. A police officer's illness or injury of an incapacitating nature sufficient to justify absence from work.
2. If approved by the Chief of Police, an officer's medical or dental appointment which cannot be scheduled outside of working hours.

3. Absence required by serious illness or disability of a member of the police officer's family. The family is defined as husband, wife, father, mother, son, daughter (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 police officer's household, including any relationship arising through adoption; provided that the time off is taken in caring for this individual. Such use of sick leave will be allowed for up to a maximum of fifteen (15) days if the police officer's presence is required because another, unpaid, person is unavailable. It is understood that the employee bears the burden of providing justification for his/her absence. Approval for such absences shall not be arbitrarily or capriciously withheld.

Section D. Sick Leave Procedures. Notice of absence due to sickness or injury shall be given by the police officer to the on-duty supervisor two (2) hours in advance of the starting time for the scheduled work period. In the event sick leave is taken for more than two (2) consecutive days, or for family members who are not a permanent resident of the police officer's household, the police officer may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the officer's expense. The Village Manager's Office shall provide to the doctor a detailed list of the daily activities of the police officer to assist in the determination of the police officer's work capabilities. Said doctor's certificate shall be required for all absences for more than five (5) consecutive days, and in all cases shall include a statement by the doctor as to the police officer's physical or mental ability to return to normal duties at the police officer's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period.

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

ARTICLE X BEREAVEMENT LEAVE

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

ARTICLE XI UNIFORMS

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

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

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

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

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

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

Full- Year Inv./ SOU
\$650 (effective 5/1/18);

Part- Year Inv./SOU
pro-rated % of \$650

For newly assigned detectives, an additional \$200 may be used from their quarter-master bank for purchase of approved non-uniform clothing items in their first year serving in the investigations division.

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

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

ARTICLE XII GROUP INSURANCES

Section A. Life Insurance.

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

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

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

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

Section B. Health Insurance.

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

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

- (d) It is understood, at the time of this agreement, that the Village will offer an HMO plan on and after May 1, 2014 that is substantially similar to the existing HMO plan currently in effect at the time of ratification except that the following benefit levels may be changed to include: \$25 Physician Co-Pays, \$100 Emergency Room Visit Co-Pays, and RX Co-Pays of \$3/\$20/\$35.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grade of D or below: No reimbursement

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 – April 30, 2019, 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.

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

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

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

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

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

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

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

Notes:

1. Any employee who completed a degree, or courses towards a degree under Section B, above, prior to May 1, 2009, who does not remain in active service with the Village for at least two (2) years of completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.
2. Any employee who completed individual courses under Section C, above, prior to May 1, 2009 who leaves the employment of the Village within two (2) years of completing such a course or courses, shall repay the Village the full amount of tuition reimbursement.

ARTICLE XIV TRAINING REIMBURSEMENT

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

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

ARTICLE XV WAGE SCHEDULE AND PAY-FOR-PERFORMANCE

Section A. Wages. Bargaining unit members shall receive increases to their existing wage rates as follows:

Effective May 1, 2021, 2.75% increase added solely as an additional step following 7 years of service.

Effective May 1, 2022, 3% across the board increase for all members.

Effective May 1, 2023, 3.25% across the board increase for all members.

Effective May 1, 2024, 2.75% across the board increase for all members.

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

	5/1/2021	5/1/2022	5/1/2023	5/1/2024
Start	\$71,008.94	\$73,139.21	\$75,516.23	\$77,592.93
After 1 Year	\$76,244.55	\$78,531.89	\$81,084.17	\$83,313.99
After 2 Years	\$81,480.10	\$83,924.50	\$86,652.05	\$89,034.98
After 3 Years	\$86,715.65	\$89,317.12	\$92,219.93	\$94,755.97
After 4 Years	\$91,951.24	\$94,709.78	\$97,787.84	\$100,477.01
After 5 Years	\$97,186.84	\$100,102.45	\$103,355.77	\$106,198.06
After 6 Years	\$102,422.40	\$105,495.07	\$108,923.66	\$111,919.06
After 7 Years	\$105,239.02	\$108,396.19	\$111,919.06	\$114,996.84

All wages shall be retroactive to May 1, 2021 for officers who have completed 7 years of service by that date (whether or not they are still in a bargaining unit position) and for those officers who have retired from the Village in good standing prior to ratification. Retroactive paychecks shall be issued to officers within twenty-one (21) days of execution of this Agreement.

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

- (1) **Conduct of Evaluations:** Such evaluation shall be performed promptly after the officer's anniversary date of hire. The officer's performance shall be determined through a formal evaluation process established by the Village which considers the employee's abilities, training, and service record compared to the levels and guidelines established for the position.
- (2) **Evaluation Form:** The form currently in use in connection with the Village's evaluation process is attached hereto as Appendix D. The Village may adopt such

evaluation process as it deems appropriate, provided it gives the officers at least one year written notice of clearly established and uniform standards and goals for the respective position(s) which must be met in order to achieve a rating of satisfactory or standard performance.

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

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

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

Section D. Unsatisfactory Evaluations.

(1) **Notice.** When the Village believes an officer is in danger of receiving an unsatisfactory evaluation or below-standard evaluation for an employment anniversary year, such employee will be notified in writing at the end of the officer's anniversary quarter in question of the substandard deficiencies involved and the reasons therefore, and that the officer's failure to cure said deficiencies may result in the employee's annual evaluation being rated substandard. Officers whose performance (other than meeting annual performance goals) has deteriorated to substandard levels in the fourth quarter of the evaluation year will receive prompt notice of his performance deficiencies, and may receive an unsatisfactory or substandard evaluation if the deficiencies remain unremedied at the conclusion of the evaluation year.

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

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

ARTICLE XVI DISCIPLINE:

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

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

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

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

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

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

with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to administrative review as provided by the Administrative Review Law, 735 ILCS 5/3-101, et seq.

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

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

ARTICLE XVII NO STRIKE

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

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

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

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

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

ARTICLE XVIII GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this agreement. He shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall be without authority to make a

decision contrary to or inconsistent with, or modify, or varying in any way, the application of laws and rules and regulations having the force and effect of law. Improperly filed or processed grievances shall be denied by the arbitrator as procedurally defective. Failure of the Council or the grievant to comply with time limits set forth above will serve to declare the grievance settled and no further action may be taken. Failure of the Village to respond within the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

ARTICLE XIX EMPLOYEE RIGHTS

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

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

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

Notwithstanding the above, any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing by the end of the covered member's shift or tour of duty. In conducting the testing authorized by this Labor Agreement, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration (SAMHSA). Ensure that the laboratory or facility selected conforms to all (SAMHSA) standards; establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result and provides a designated Medical Review Officer (MRO) who is certified by the State of Illinois to review drug and/or alcohol testing results. For any confirmed positive result, the clinical laboratory or hospital facility utilized must provide the employee tested with an opportunity to have the split sample tested by a clinical laboratory or hospital facility of the employee's choosing as long as it is accredited by the Substance Abuse Management Safety & Health Administration (SAMHSA) at the employee's own expense, provided the employee notifies the Employer in writing within 30 days of notification by the MRO of the confirmed positive result.

ARTICLE XX ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the full and complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Council, for the

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

ARTICLE XXI SAVINGS CLAUSE

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

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

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

ARTICLE XXII COUNCIL ACTIVITY AND DUES DEDUCTION

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

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

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

The parties agree to try to schedule negotiations meetings during hours when Officers who are members of the Council's bargaining team are not scheduled on duty. In the event that such meetings cannot be so scheduled, and in the event that officers are unable to trade work shifts, one (1) Officer from the Council's bargaining team shall be released from duty with pay for three (3) hours for purposes of negotiating meetings with the Village. One (1) Officer who is a representative of the Council for purposes of administering the agreement shall be released from duty with pay, when necessary, for purposes of processing grievances with the Village, provided that prior supervisory approval is obtained and that such release shall not interfere with the functioning of the Department operations.

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

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

ARTICLE XXIII LABOR MANAGEMENT CONFERENCES

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

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

ARTICLE XXIV IMPASSE RESOLUTION

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

ARTICLE XXV RESIDENCY

SECTION A. Sworn police officers of the Police Department shall possess qualifications as are required by statute and shall, in addition, be citizens of the United States.

Sworn police officers shall reside within a 25-mile radius of the intersection of North Avenue and Gary Avenue before the end of their probationary period. The Village Manager, upon recommendation of the Chief of Police, may grant a temporary fixed-term exemption of the residency requirement upon a sworn police officer's petition claiming exigent circumstances preventing residency compliance.

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

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

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

ARTICLE XXVI TERM OF AGREEMENT

Except as specifically provided, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2025. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____, 2021.

VILLAGE OF CAROL STREAM

By: _____

ATTEST:

Village Clerk

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

By: Ken S. Byrd

ATTEST:

Steve Cadle dotloop verified
08/24/21 12:58 PM CDT
7VPW-R9XZ-ZH2U-MNKA

Steve Cadle , President

Brian Plackett dotloop verified
08/24/21 5:34 PM CDT
DQDW-M5RT-BHOP-YUBB

Brian Plackett, Secretary

James Busch dotloop verified
08/24/21 5:30 PM CDT
5QAR-XOVV-MBXK-FKYR

James Busch, Steward

Ron Mozalewski dotloop verified
08/24/21 8:43 PM CDT
NEKC-FJCR-M6WX-02PE

Ron Mozalewski, Steward

Robert Turnholt dotloop verified
08/24/21 3:23 PM CDT
5EHT-DKKP-GWLC-MYXL

Robert Turnholt, Steward

APPENDIX A

GRIEVANCE

(use additional sheets if necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Section(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

LODGE NO.
/
YEAR
/
GRIEVANCE NO.

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature _____ Position _____

Person To Whom Response Given _____ Date _____

STEP TWO

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP THREE

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FOUR

Reason for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

Section A. REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____

Date _____

1.

FOP Labor Council Representative _____

APPENDIX B

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

The Deputy Chief of Patrol shall provide a shift bid sheet to each corporal (as defined in Carol Stream Police Department Policy #129) and officer that are assigned to a regular patrol function on October 1st (if the first falls on a weekend day, it will be provided on the following Monday). The shift bid sheet shall list the two shift bid periods for the next year. The shift bid sheet will be returned to the Deputy Chief of Patrol on or about October 15th.

Officers will bid on a seniority basis for a position on one of the following shift assignments:

Day Shift

Shift hours 0600-1800

1 Corporal (A & B Platoons)
6 Positions (A & B Platoon)
2 Flex Officers (A & B Platoon)

Night Shift

Shift hours 1800-0600

1 Corporal (A & B Platoons)
6 Positions (A & B Platoon)
2 Flex Officers (A & B Platoon)

Power Shift

Shift Hours 1400-0200

2 Positions (A & B Platoon)

Flex Officer

Variable positions

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

Traffic Officer

Shift Hours – See each shift

3 positions

Day Traffic: Work Monday, Tuesday, Friday, Saturday (Off
Wednesday/Thursday/Sunday)

Shift Hours 0700-1700

Night Traffic #1 Work Saturday – Tuesday (Off
Wednesday/Thursday/Friday)

Shift Hours 1700 – 0300

Night Traffic #2 Work Tuesday – Friday (Off
Saturday/Sunday/Monday)

Shift Hours 1800 – 0400

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three traffic positions for each respective bid period.

During the summer months when the School Resource Officers (SRO) are not performing their normal school related duties, duties related to the Special Operations Unit or on vacation, he/she may be assigned to work in the Patrol Division. Any additional personnel added to the authorized sworn strength of the department during the duration of this agreement, will be classified as “floaters”.

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

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

In the event it is necessary to transfer officers to fulfill shift specialty requirements, officers will be transferred in inverse seniority order by specialty for periods of time of no less than seven (7) days or more than twenty-eight (28) days.

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

Patrol zone assignments will be done in accordance to Carol Stream Police Department Policy #314 (Patrol Assignments).

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

APPENDIX C

(Work Schedules-Platoon Plan)

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

- Each of the day and night platoons will normally consist of 1 sergeant, 1 Corporal, 6 zone officers and available flex officers.

NIGHT POWER PLATOON

There will be two (2) night power shift officers. One night power shift officer will be assigned to the A platoon. One night power shift officer will be assigned to the B platoon. See Appendix B for the night power shift officer's work hours. The department may add additional officers to the night power shift if an increase in staffing levels would allow for this.

FLEX OFFICERS

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

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

TRAFFIC OFFICERS

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

DARE AND SCHOOL RESOURCE OFFICERS

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

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

SOU AND INVESTIGATIONS

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

SHIFT SELECTION

The department will post shift bid summaries and vacation selections on October 15th or the first Monday after the 15th. All personnel assigned to the Patrol Division will sign up for two six-month periods each year based on seniority. Officers will select their shift hours but not their platoon assignment. Management will determine platoon assignment based upon the shift selection.

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

ADJUSTING OF POWER SHIFT WORK HOURS

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

VACATION SELECTION

- All dates are open for vacation selection (except for a maximum of two selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
 - No more than two (2) non-Corporal patrol officers per platoon or group may be on a vacation day at a time.
 - The sergeant and Corporal in each platoon will bid against each other for vacation days. The sergeant will always have the first selection.
1. The sergeant or Corporal must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. He must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. After the vacation list has been through both of them, the list will be returned to the sergeant and secondary selections can be made. Secondary selection must be made in one-block increments. A maximum of two blocks of time may be taken during the second round of selection. Third round selections may be taken in individual days with a 3-day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
 2. Day and night platoon officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round selection. After the vacation list has been through an entire platoon the list will be returned to the beginning and secondary selections can be made. Secondary selections must also be made in one-block increments. A maximum of two blocks of time may be taken during the second round selection process. Third round selection may be taken in individual days with a 3-day maximum at a time, or in a one block increment.. Additional selections may be made with the same rule as the third round selections.
 3. Night Power shift officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. Once all power shift officers have made their first round selections, the list will be returned to the beginning for second round selections. Secondary selections must also be made in one block increments. A maximum of two blocks of time may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
 4. Traffic officers will bid between themselves for vacation time. Traffic officers may select a maximum of two weeks for their first selection. Once all traffic officers have made their first round selections, the list will be returned to the beginning for second

round selections. A maximum of two weeks may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one week period. Additional selections may be made with the same rule as the third round selections.

The following groups will select vacations in their respective groups:

- a) Sergeant and Corporal
- b) Each of the 4 platoons (includes flex officers)
- c) Day Power shift officers
- d) Night Power shift officers
- e) Traffic Unit
- f) SOU (includes DARE and SRO officers)
- g) Investigations

ADJUSTING WORK DAYS AND DAYS OFF

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

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

COMPENSATORY/HOLIDAY TIME

- An employee must accrue compensatory off (due to working 84 hour work period only) at the applicable straight overtime work rate in lieu of pay until his accrual bank equals 32 hours.
- Once an officer's bank is between 32 hours and 40 hours, he may elect to accrue straight-time compensatory time off or equivalent straight time pay due to working an 84-hour work period.

- The employee's compensatory time bank will not exceed 40 hours and the employee's holiday hour bank shall not exceed 64 hours at any time.
- Compensatory/Holiday time can be requested at any time by an employee. The granting of compensatory/holiday time will be granted at the sole discretion of the shift/watch commander. Officers may request to trade days of work or time off instead as previously outlined.
- At the end of each calendar year, officers may request 50% of their earned compensatory time balance paid at the officers then current hourly rate of pay. The balance and rate of pay shall be based on the last day of the last full pay period in that calendar year. All requests must be submitted by January 15th of the following year.

DISCIPLINE

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

ROLL CALL/LUNCHESES

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

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

HIREBACK

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

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

APPENDIX D

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

Performance Appraisal for:

Performance Period: from to

Department: Position:

Supervisor's Name:

Review Type: (Choose one)

- Regular
- Probationary
- Other (explain)

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

Employee submitted documentation to supervisor:

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

Note any monitoring meetings or other relevant meeting dates:

GRAND TOTAL:

Completing the APPRAISAL FORM

The EMPLOYEE should:

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

The EVALUATOR should:

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

The RATING LEVELS are:

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

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

SECTION 1: PATROL OFFICER

CORE VALUES

WEIGHT %
Between 20% - 60%

RATINGS: OUTSTANDING=5 VERY GOOD=4 GOOD=3 NEEDS IMPROVEMENT=1

RESPONSIBILITY: PRODUCTIVITY

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

RESPONSIBILITY: QUALITY

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

RESPONSIBILITY: CUSTOMER ORIENTATION

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

RESPONSIBILITY: TEAMWORK

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

RESPONSIBILITY: DEPENDABILITY

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

RESPONSIBILITY: MOTIVATION

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

RESPONSIBILITY: JUDGMENT

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

RESPONSIBILITY: SAFETY

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

COMMENTS:

Please attach an additional sheet.

AVG. RATING ON THIS SECTION

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

PATROL OFFICER

SECTION II. CUSTOMER AND SERVICE STANDARDS

WEIGHT %

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

RESPONSIBILITY: JOB KNOWLEDGE

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

RESPONSIBILITY: FLEXIBILITY AND ACCEPTANCE OF CHANGE

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

RESPONSIBILITY: ATTITUDE AND TEAMWORK

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

RESPONSIBILITY: EFFICIENCY (TIME MANAGEMENT)

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

RESPONSIBILITY: PROBLEM IDENTIFICATION AND RESOLUTION

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

RESPONSIBILITY: HANDLING CUSTOMER SERVICE REQUESTS

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

RESPONSIBILITY: CARE AND MAINTENANCE OF EQUIPMENT

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

RESPONSIBILITY: PROFESSIONAL IMAGE

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

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

SECTION III: DEVELOPMENT GOALS

JOB DEVELOPMENT GOAL (Optional)
(To develop skills or knowledge for present job)

GOAL #1 Description:

Steps	By When?	Participation by Other?
-------	----------	-------------------------

CAREER OR PERSONAL DEVELOPMENT GOALS (Optional)
(Long-term career or personal development goals the employee wishes to achieve)

GOAL #1 Description:

Steps	By When?	Participation by Other?
-------	----------	-------------------------

SECTION IV: ADDITIONAL EVALUATOR COMMENTS

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

SECTION V: IMPROVEMENT ACTIVITY

(Mandatory if performance has been judged "Needs Improvement" on any of the three sections where average score was below 3 in a section.) Attach sheet to explain.

SECTION VI. EMPLOYEE COMMENTS

Optional: Employee may enter additional comments , including request for additional review and reasons for review. Attach additional sheets as needed.

SCORING WORKSHEET

A weighted average calculates the correct summary score taking into account varying degrees of importance of responsibilities and goals. To calculate a weighted average:

1. Record the WEIGHTS and AVERAGE RATINGS below from Section I and II. Multiply to calculate WEIGHTED RATING, round to two decimal places.

4. Total the RATING for Sections I, and II to get the GRAND TOTAL, rounding the number to one decimal (e.g. 3.68 = 3.7). This number will range from 0-5.

I. CORE VALUES: Weight % X Avg. CORE Rating: = **WEIGHTED RATING**

II. CUSTOMER & SERVICE STDS.: Weight % X Avg. C.S. Rating: = **WEIGHTED RATING**

GRAND TOTAL for Sections I and II =

Upon finalizing of the appraisal process, please sign indicating this review has been received and discussed.

Employee's signature & date _____

Evaluator's signature & date _____

Department Head's signature & date _____

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

DATE: September 1, 2021

RE: **Agenda Item for the September 7, 2021, Village Board Meeting – Request for a Temporary Waiver to the Code of Ordinances for outdoor storage by Core and Main at 250 N. Schmale Road**

BACKGROUND

At its meeting on May 3, 2021, the Village Board approved a Temporary Waiver to the Code of Ordinances to allow Core and Main, located at 220 Westgate Drive, to store pipe and other materials in the fenced and screened outdoor truck and trailer storage lot at Dynamic MD at 250 N. Schmale Road. As background information, Core and Main received Special Use approval for outdoor material storage at its Westgate Drive property in 1989, but they need supplemental outdoor storage space due to supply issues affecting their industry. Dynamic MD received Special Use approval for outdoor truck and trailer parking at its Schmale Road property in 2019; however, that approval only allows for the outdoor storage of its trucks and trailers.

REQUEST

The Temporary Waiver provision in the Village Code allows the Village Board to waive a Village Code requirement for up to 120 days. The Temporary Waiver approved by the Board in May is set to expire on September 9, 2021. The attached letter from Core and Main Branch Manager Keith Lawrence requests an additional 120 day waiver to allow Core and Main to continue storing materials outdoors at Dynamic MD. The attached letter from Dynamic MD owner Vasile Sorocean indicates Dynamic MD's support for Core and Main's request.

STAFF ANALYSIS

Staff is unaware of another instance of the Village Board being asked to approve multiple/consecutive Temporary Waiver requests for the same use. The provision is intended to allow for a temporary (120 day) waiver to a code provision, and staff may not normally support use of this provision for consecutive requests. However in this instance, Dynamic MD has stated that they have no intention of renewing their contract with Core and Main beyond January 10, 2022, and Core and Main has acknowledged this limitation and indicates that they are actively looking for a permanent solution for their storage needs in Carol Stream. In addition, from a practical standpoint, the property at 250 N. Schmale is well-suited to the storage use and there has been no harm to the public since the storage use began in May.

RECOMMENDATION

Staff recommends approval of Core and Main's request for an additional Temporary Waiver to the Code of Ordinances. If the Village Board concurs with staff's recommendation, the Board should approve, by motion, a temporary waiver to the Unified Development Ordinance provision requiring a Special Use Permit for outdoor storage in the Industrial District, subject to the following conditions:

1. That the temporary waiver to allow outdoor storage shall be valid for a maximum of 120 days, and if approved, the waiver will expire on January 10, 2022.
2. Core and Main must remove all materials stored at 250 N. Schmale upon the expiration of the temporary waiver.

c: Keith Lawrence, Core and Main
Vasile Sorocean, Dynamic MD



1830 Craig Park Court
St. Louis, Missouri 63146

Don Bastian, AICP
Community Development Director
Village of Carol Stream

August 30, 2021

To the Village of Carol Stream,

Recently Core & Main, one of the nation's leading waterworks distributors, requested reprieve to continue to store material in a newly acquired laydown yard located at 250 N. Schmale Rd. in Carol Stream, IL. This request is not sent in lightly, our sector is in high demand and this demand is being driven by substantial industrial growth across the nation.

The storage space we seek to remain in is roughly 29,755sqft of paved laydown yard, which would allow us to continue to better service our customers. We are still actively pursuing a warehouse in Carol Stream that meets our requirements.

Our intentions are temporary with the current Schmale Rd. yard space. We seek the ability to continue to store within this space until January 10th, 2022. This would permit an additional 4 months of use from our current lease expiration of September 10th, 2021 and allow us to keep up with demand and finish negotiating a new lease.

We appreciate every consideration in this matter, please reach out if you have any questions.

Sincerely,

Keith Lawrence
Branch Manager, Core & Main



Date

08/31/2021

To: Don Bastian, AICP
Community Development Director
Village of Carol Stream

Dynamic MD, located at 250 North Schmale Rd in Carol Stream has an existing outdoor storage agreement with Core and Main that is due to expire on Sept 10th, 2021. Core & Main has expressed their interest in requesting a 4 months extension, until January 10, 2022. Due to unexpected circumstances.

The operation and communication between Core & Main and Dynamic has been very smooth. We understand that this was not a planned out request. Dynamic is willing to authorize the additional 4 months of use. We hope the Village Board will help facilitate this process and grant a new temporary waiver.

Dynamic has no intention of renewing the contract past January 10, 2022 and we really hope that Core and Main is able to identify a property that will accommodate their needs in the long run.

We appreciate the support from the Village on this endeavor and on others and look forward to continuing to build a strong working relationship with the Village.

Sincerely,

Vasile Sorocean

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: September 2, 2021

RE: **Agenda Item for the September 7, 2021 Village Board Meeting:** *Tessa Strong Neuroblastoma Pediatric Cancer Walk* – Request for Approval of a Temporary Waiver to the Code of Ordinances and Sign Permit Fee Waiver for Temporary Signage

PURPOSE

The purpose of this memorandum is to coordinate requests with the Village Board from Ms. Denise Simone for: i) approval of a temporary waiver to the Code of Ordinances (Unified Development Ordinance) to allow for placement of temporary on-and off-premise signage for the *Tessa Strong Neuroblastoma Pediatric Cancer Walk* at the Town Center on September 12, 2021, and ii) a waiver of the temporary sign permit fees. Ms. Simone is working with two non-profit organizations, Band of Parents Bound by Hope and Cal’s Angels, to promote the event and September as Pediatric Cancer Awareness Month.

REQUEST

Attached is information from Ms. Simone which explains the various types and locations of signs she would like to install leading up to the event. Signage and gold ribbons will be installed around the community between September 7th and September 21st in a similar fashion to Relay for Life events. The table below provides information regarding desired signage.

Type of Sign and Quantity	Location/ Property Owner	Installation Date	Removal Date
Plywood Ribbon Sign (1)	SWC Gary & Lies @ Town Center	Sept 8	Sept 21
Yard (“Political”) Signs (5)	Five locations @ Town Center	Sept 8	Sept 21
Banners (2)	SEC Lies & Fountain View @ Town Center; NWC Lies & Kuhn (Village-owned storm water management property)	Sept 8	Sept 21
Yard Signs & Tree Ribbons (10-15)	Signs to be located within public rights-of-way along Lies, Kuhn, County Farm, Army Trail, and Merbach; ribbons on parkway trees in same areas	Sept 8	Sept 21



8-ft tall Ribbon Sign to be modified and painted gold, proposed at the SE corner of Gary & Lies (Town Center)



Yard signs, proposed for installation at Town Center and along Village rights-of-way

STAFF ANALYSIS

Staff offers the following evaluation of each proposed sign type, along with an indication as to whether Village Board approval of a temporary waiver to the UDO is needed. An analysis of the request for a waiver of the temporary sign permit fees is also provided.

Plywood Ribbon Sign – A gold plywood ribbon sign can be permitted as an on-premises ground sign. However, the eight-foot tall sign is greater than the six-foot maximum allowable height and requires approval of a temporary waiver from the Village Board. The accompanying image shows the typical Relay for Life ribbon sign that has previously been installed at Town Center, which will be modified and painted gold for this event.

Yard Signs at Town Center – Five yard signs are proposed to be installed around Town Center. These signs require Village Board approval of a temporary waiver to allow additional on-premises ground signs.

Yard Signs and Tree Ribbons – As noted, Ms. Simone is requesting permission to install 10-15 yard signs within the rights-of-way along Lies, Kuhn, County Farm and Army Trail Roads, and Merbach Drive. She is also seeking permission to tie gold ribbons around parkway trees in the same areas. The Village Board may grant a temporary waiver to the UDO to allow the signs to be temporarily placed within the rights-of-way of Village streets (Lies, Kuhn and Merbach); however, staff has notified the applicant that the Village would not have the authority to approve the installation of such signs within the rights-of-way of other jurisdictions such as DuPage County, which

has jurisdiction over the County Farm and Army Trail Road rights-of-way. Furthermore, the Village Board may grant a temporary waiver to allow ribbons to be placed around trees within Village parkways, but not on trees within DuPage County parkways.

Banners – Ms. Simone is seeking approval to install two 18 square-foot off-premise banners: one banner on the Town Center property at the southeast corner of Lies Road and Fountain View Drive, and one banner on the Village-owned storm water management property at the northwest corner of Lies and Kuhn Roads. A temporary waiver to the UDO is required for the proposed banners to be allowed as off-premises signs.

Temporary Sign Permit Fee Waiver: In making her request for a waiver of the temporary sign permit fees, Ms. Simone has explained that she has no budget to allocate toward costs associated with administering the event. Staff estimates that the temporary sign permit fees would be \$110.

It is not uncommon for the Village to waive certain fees, such as raffle license and amplification permit fees, for community organizations. However, the waiver of building and zoning permit fees, which are greater in cost and cover the Village's cost of providing services, is usually only done for other taxing bodies. Exceptions to this practice have been for Relay for Life, Paint the Town, Bud's Run and the Carol Stream Animal Hospital Charity Dog Show.

In evaluating the request for waiver of the temporary sign permit fees and allowance for temporary on-and-off premises signage, staff believes the request is acceptable, and does not believe the proposed signage and ribbons will negatively affect the community, but rather provide a visual reminder to the community about the Walk and Pediatric Cancer Awareness Month.

RECOMMENDATION

Staff recommends approval of the waiver of the temporary sign permit fees, and also recommends approval of temporary waivers to the UDO for the following temporary signs in association with Pediatric Cancer Walk:

- To allow the large gold sign at the southeast corner of Gary Avenue and Lies Road to exceed six feet in height;
- To allow up to 15 yard signs to be installed within Village rights-of-way along Lies Road and Kuhn Road;
- To allow ribbons to be displayed on trees within Village rights-of-way along Lies Road and Kuhn Road; and
- To allow an approximate 18 square-foot banner to be installed at the southeast corner of Lies Road and Fountain View Drive and the northwest corner of Lies Road and Kuhn Road

If the Village Board concurs with staff's recommendation, they should approve, by motion, a waiver of the temporary sign permit fees, and temporary waivers from the UDO to allow the temporary signs, subject to the following conditions:

1. That Ms. Simone must obtain a temporary sign permit prior to their installation;
2. That all signs, banners and ribbons must be removed by September 21, 2021;
3. That the banners must be maintained in good condition for the duration of their installation;
4. That all signs must be installed and maintained in a manner that does not present visibility obstructions for motorists, and must not be installed within the sight-visibility triangle; and

5. That all signage must comply with all applicable state, county and village codes and requirements.

ec: Denise Simone

T:\Admin\Village Board Special and Temporary Approvals\2021-09-07 Pediatric Cancer Walk.docx

From: Denise Simone
Sent: Wednesday, September 1, 2021 11:30 AM
To: Tom Farace <tfarace@carolstream.org>
Subject: sign permit

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Denise Simone I have been a Carol Stream resident for 42 years. I take pride in my community where we come together to benefit ever in our community. I am organizing the first annual Tessa Strong neuroblastoma pediatric cancer walk that is being held at Town Center on Sunday September 12 2021 we are requesting a sign permit so that on September 1st we can paint our town gold. This is simply to put signs and gold ribbons around town to bring awareness to the community when the Tessa Strong Walk will take place and that is a community event. We are asking that our 8ft plywood gold ribbon be placed on the corner of Lies Rd and Gary Ave. on Village property. It will be taken down on September 21th. We are requesting that 5 yard signs similar to the political signs be placed at town center on September 1st. Also we would like to put several (around 10-15) yard signs and gold ribbon on trees down Lies Rd. from Gary Ave. to County Farm Rd. Kuhn Rd. between North Ave. and Army Trail Rd. and a few signs down County Farm Rd. to Army Trail then Army Trail to Gary Ave. around Kuhn and Merbach. All these signs and ribbons will be removed by the evening of September 21th. We would like to put a banner at the entrance of town center on the lies road side and the Village property and to please request that public works leave out for us the fence poles with the flinstone wheels attached to them(like the one they use for the click it or ticket banners). We would also like a Banner put at the northwest corner of Kuhn and Lies rd. These vinyl banners are 6' x 3' and posted in with metal poles. The signs will be removed and September 21th. I understand that all signs and gold ribbons will be in or on Village Parkway no personal property unless given authorization by those residents. I will personally make sure all signs and ribbons are removed by September 21th. Thank you for the consideration of the sign permit and helping us make this a successful community event.

Sincerely,
Denise Simone

Sent from my iPhone

ORDINANCE NO. 2021-____ -____

**AN ORDINANCE AMENDING CHAPTER 16 – UNIFIED DEVELOPMENT ORDINANCE
OF THE CODE OF ORDINANCES OF THE VILLAGE OF CAROL STREAM
(KENNEL AND BOARDING FACILITY (INDOOR) AS A SPECIAL USE IN THE B-2
DISTRICT)**

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

SECTION 1: That Chapter 16, Article 3, Section 11, Table 16-3-11 (E) – Commercial Service Uses, of the Carol Stream Unified Development Ordinance, is hereby amended as follows:

Table 16-3-11(E): Permitted and Special Uses

Table 16-3-11(E): Permitted and Special Uses										
Proposed Use	Additional Regulations	R-1	R-2	R-3	R-4	B-1	B-2	B-3	O-S	I
Commercial Services										
<i>Commercial Service, General</i>						P	P	P	S	
<i>Day Care Center</i>	§ 16-4-11						S	S	S	
<i>Banks</i>							P	P	P	
<i>Veterinary Clinic/Animal Hospital</i>							P	P		
<i>Kennel and Boarding Facility, outdoor</i>	§ 16-4-12							S		S
<i>Kennel and Boarding Facility, indoor</i>							S	P		P
<i>Funeral Parlor</i>								P		S
<i>Self Service Laundry Shop/Dry Cleaner</i>							P	P		
<i>Blood Donation Centers</i>								P		
<i>Tattoo Parlors</i>										
<i>Check Cashing/Payday Loan Stores</i>										

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

PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

ORDINANCE NO. 2021-____ - ____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO REZONE PROPERTY FROM R-4 MULTIUNIT RESIDENCE DISTRICT TO B-2
NEIGHBORHOOD BUSINESS DISTRICT (CAROL STREAM ANIMAL HOSPITAL -
160 W. ELK TRAIL)**

WHEREAS, Dr. Mondrian Contreras, owner of the Carol Stream Animal Hospital, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to rezone the Property at 160 W. Elk Trail from R-4 Multiunit Residence District to B-2 Neighborhood Business District; and

WHEREAS, pursuant to Section 16-8-4 (N) of the Carol Stream Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on August 23, 2021, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Zoning Map Amendment 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 0.7-acre property legally described below (the Property) is hereby granted a Zoning Map Amendment to rezone the Property to the B-2 Neighborhood Business District.

LEGAL DESCRIPTION OF THE PROPERTY:

LOT 1 IN WESTERN TRAILS SUBDIVISION UNIT 16, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1979 AS DOCUMENT NO. R79-103737, AND THE CERTIFICATE OF CORRECTION RECORDED JUNE 3, 1980, AS DOCUMENT R80-031780, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 160 W. Elk Trail, Carol Stream, Illinois 60188

SECTION 2: 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 7th DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

ORDINANCE NO. 2021-__-__

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A KENNEL AND BOARDING FACILITY (INDOOR) AND VARIATION FOR A FENCE IN THE FRONT YARD (CAROL STREAM ANIMAL HOSPITAL, 160 W. ELK TRAIL)

WHEREAS, Dr. Mondrian Contreras, owner of the Carol Stream Animal Hospital, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Kennel and Boarding Facility (Indoor), as provided in Section 16-3-11 of the Unified Development Ordinance; and a Variation to allow a fence in the front yard, as provided in Section 16-5-8 (E)(2) of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 160 W. Elk Trail, Carol Stream, Illinois; and

WHEREAS, pursuant to Sections 16-8-4 (K) and 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on June 28, 2021, and August 23, 2021, 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 Special Use Permit and Variation be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit and 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 Special Use Permit, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *The facility will provide a service and will be considered a public convenience at the subject location.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed facility should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *With proper fencing and protocols in place to limit potential adverse impacts on surrounding properties, there should be no apparent injury to the use or enjoyment of properties in the immediate vicinity, or*

diminution or impairment to property values within the neighborhood with the approval of the facility at this location.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *It is not believed that the proposed facility should have an impact on the normal and orderly development and improvement of surrounding properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The project is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Variation request, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variation:

1. An exceptional situation related to topography, surroundings or conditions of a specific piece of property, or by reason of exceptional narrowness or shallowness. *Given the location of the parking lot in close proximity to the bicycle path, it is believed that it is important to maintain a fence to provide a barrier.*
2. Difficulties or particular hardship in the way of carrying out the strict letter of the fence standards. *Fence standards do not allow fences to extend into the front yard; however, allowing the existing fence to remain in place along the west property line as an open barrier between the parking lot and bicycle path is an acceptable justification for the variation in this instance.*
3. The fence will not impair an adequate supply of light and air to adjacent property. *Given the open style of the chain link fence, it will not impair light and air to adjacent properties.*
4. The fence will not endanger the public safety. *The fence has been in existence for at least 40 years, and maintaining the fence in the front yard of the subject property will not endanger public safety but rather aid in safely maintaining an open barrier between the parking lot and adjacent bicycle path.*
5. The fence will not unreasonably diminish or impair established property values within the surrounding area. *It is not believed that maintaining the chain link fence along the west property line will diminish or impair property values within the surrounding area.*

6. The fence will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the village. *It is not believed that the chain link fence extending into the front yard in this instance will impair the public health, safety, comfort, morals or welfare of the inhabitants of the village, and will provide an open barrier between the parking lot and the adjacent bicycle path.*

SECTION 3:

The Special Use Permit and Variation, as set forth in the above recitals, are hereby approved and granted to the Carol Stream Animal Hospital, subject to the conditions set forth in Section 4, upon the real estate commonly known as 160 W. Elk Trail, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN WESTERN TRAILS SUBDIVISION UNIT 16, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1979 AS DOCUMENT NO. R79-103737, AND THE CERTIFICATE OF CORRECTION RECORDED JUNE 3, 1980, AS DOCUMENT R80-031780, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 4:

The approval of the Special Use Permit and Variation granted in Sections 1 and 2 herein are subject to the following conditions:

1. That the submitted operations plan dated and received August 13, 2021, shall be adopted as part of the governing ordinance for the Special Use Permit;
2. That the fencing on the subject property shall be maintained in good condition so as to provide effective screening and a barrier for the property;
3. That the applicant shall submit a plat of easement for review by Engineering Services Department and approval by the Village Board prior to the issuance of a building permit for the existing sanitary sewer along the west side of the property, and that said easement shall be 10 feet in width;
4. That the following conditions shall apply to the Special Use Permit for the indoor kennel and boarding facility:
 - a. Outdoor pet waste shall be cleaned up promptly.
 - b. Dogs shall not be allowed to bark excessively when outdoors.
 - c. Soundproofing shall installed as part of the construction of the facility in order to meet the requirements of Section 14-2-16 (E) of the Code of Ordinances.
 - d. Should there be any noticeable noise or odor impacts on surrounding properties from the facility, the applicant shall remedy the impact immediately in consultation with the Village of Carol Stream.
 - e. Pets shall be properly restrained when outdoors.

5. That permits shall be applied for new signage, fire suppression systems, and the removal of the concrete play areas on the west and south sides of the property, and said areas shall be restored with grass;
6. That there will be no outdoor dog runs on the property;
7. That parking spaces shall be striped in accordance with the Village's looped striping detail;
8. That if there is evidence in the future that there is insufficient parking, the applicant shall implement a scheduled drop-off and pick-up system (reservation system) to prevent an overflow of traffic onto Elk Trail. Should the reservation system not provide an adequate means to prevent traffic and parking issues, then the applicant shall be required to develop plans for and seek Village approval of an expansion of the parking lot to satisfy demand, and install said parking lot expansion, which may include the establishment of a shared parking agreement with the adjacent 140 W Elk Trail; and
9. That the site must be maintained and the facility must be operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

The Special Use Permit and Variation are hereby approved and granted as set forth in the following plans and exhibits:

1. Operations Plan (Exhibit A, dated and received by the Community Development Department August 13, 2021).
2. Cover Sheet (Exhibit B, dated August 12, 2021), prepared by Marc Anderson Architects, 333 W. Hubbard Street, Suite 504, Chicago, Illinois, 60654.
3. Site Plan (Exhibit C, dated August 12, 2021), prepared by Marc Anderson Architects, 333 W. Hubbard Street, Suite 504, Chicago, Illinois, 60654.
4. Floor Plan (Exhibit D, dated August 12, 2021), prepared by Marc Anderson Architects, 333 W. Hubbard Street, Suite 504, Chicago, Illinois, 60654.

SECTION 6:

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 all of 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.

SECTION 7:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

I, Dr. Mondrian Contreras, being the owner and/or party in interest of the Subject 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 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the special use permit. The Carol Stream Animal Hospital further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest


MARC ANDERSON ARCHITECTS
333 W Hubbard St, Suite 504
Chicago, IL 60654

RECEIVED
AUG 13 2021
COMMUNITY DEVELOPMENT
DEPT

August 13th, 2021

Tom Farace, AICP
Planning & Economic Development Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

EXHIBIT A

RE: Updated Operations Plan for Plan Commission/Zoning Board of Appeals Case #21-0021.

Dear Mr. Farace,

This letter services as an update to our ongoing Plan Commission/zoning board of appeals case regarding the proposed kennel with overnight boarding proposed at 160 Elk Trail. Below are the updated Pick Up and Drop Off Procedures and Explanation of Usage for the building.

Explanation of Usage:

The Facility has a maximum capacity of 75 pets at one time. The center will maintain a maximum ratio of 15 pets per human. Nearly all of these pets will be daycare. The overnight pets will mostly be daycare pets who on occasion stay overnight. The non-day care pets that are boarded overnight will be boarded in the "stay & play" area. This is for pets that aren't part of the daycare playgroups and may include post-operation patients who need additional care. These pets will be looked after individually. Three interior playrooms are included for the pets to play in during their stays. There is also a grooming area to groom the pets staying at the facility. Please see the attached plans showing this update usage.

The daycare pets when not engaged in play will be housed in the "Quiet Cottages" which are on casters and in the event of an emergency can be wheeled directly out of the building to safety. Further information about this product is attached.

Pickup and Drop-off Procedures.

Pickup and drop-offs will be on a rolling basis. Unlike a school usage there is no "starting bell". Pets can be dropped off between 7 and 9am and picked up between 4:30-6:30 for typical use. Central Bark, with whom we are planning to be a franchisee, has produced a survey of the amount of cars in the parking lot for three different facilities house 60, 75 & 100 pets over these time periods broken down by 5 minute segments. This study is attached for your review. What the survey shows is that at no point were there more than 4 cars dropping off or picking up at one time. In the event our facility has abnormally large rushes we are prepared to implement a scheduled drop-off and pickup time procedure to prevent an overflow of traffic onto Elk Trail.

The existing parking area will be re-stripped to allow 16 parking spaces including 1 ADA compliant space. Based off the information we have been provided this is more than sufficient for the needs of this facility.

Sincerely,


Marc S Anderson, AIA
Marc Anderson Architects, LLC
333 W. Hubbard St., Suite 504
Chicago, IL 60654


Mondrian Contreras, DVM
982 Lockwood Ln.
Batavia, IL 60510

RECEIVED
08 12 2021
COMMUNITY DEVELOPMENT
DEPT

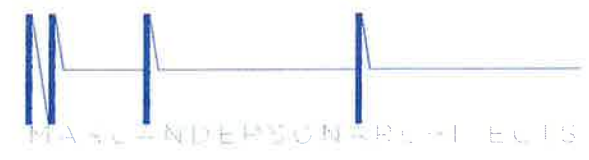
PET RESORT ZONING TEXT AMENDMENT

160 W. ELK TRAIL,
CAROL STREAM, IL



LOCATION MAP

EXHIBIT B



CS Pet Resort
Project Name
2040
Project Number

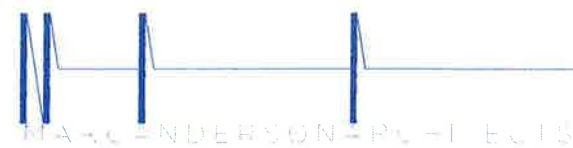
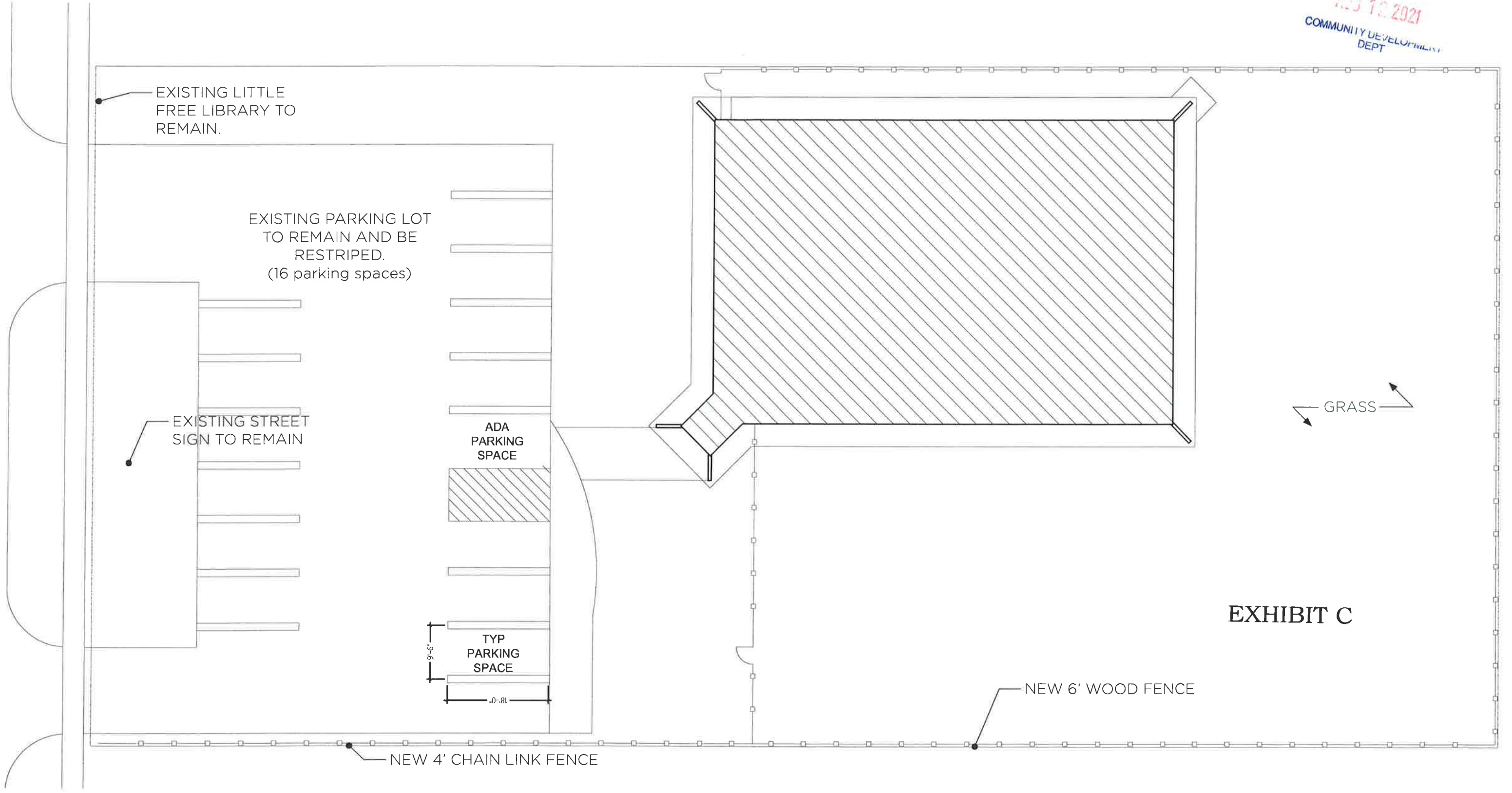
Cover Sheet

08.12.21
Date

NTS
Scale

0.0
Sheet Number

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COMMUNITY DEVELOPMENT
DEPT



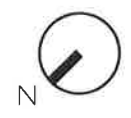
CS Pet Resort
Project Name
2040
Project Number

Site Plan

08.12.21
Date

1/16" = 1'-0"
Scale

1.0
Sheet Number



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03 12 2021
COMMUNITY DEVELOPMENT
DEPT

(15) Quiet Cottage Pet Kennels.
Average 5 Pets per Kennel = 75 Pets.

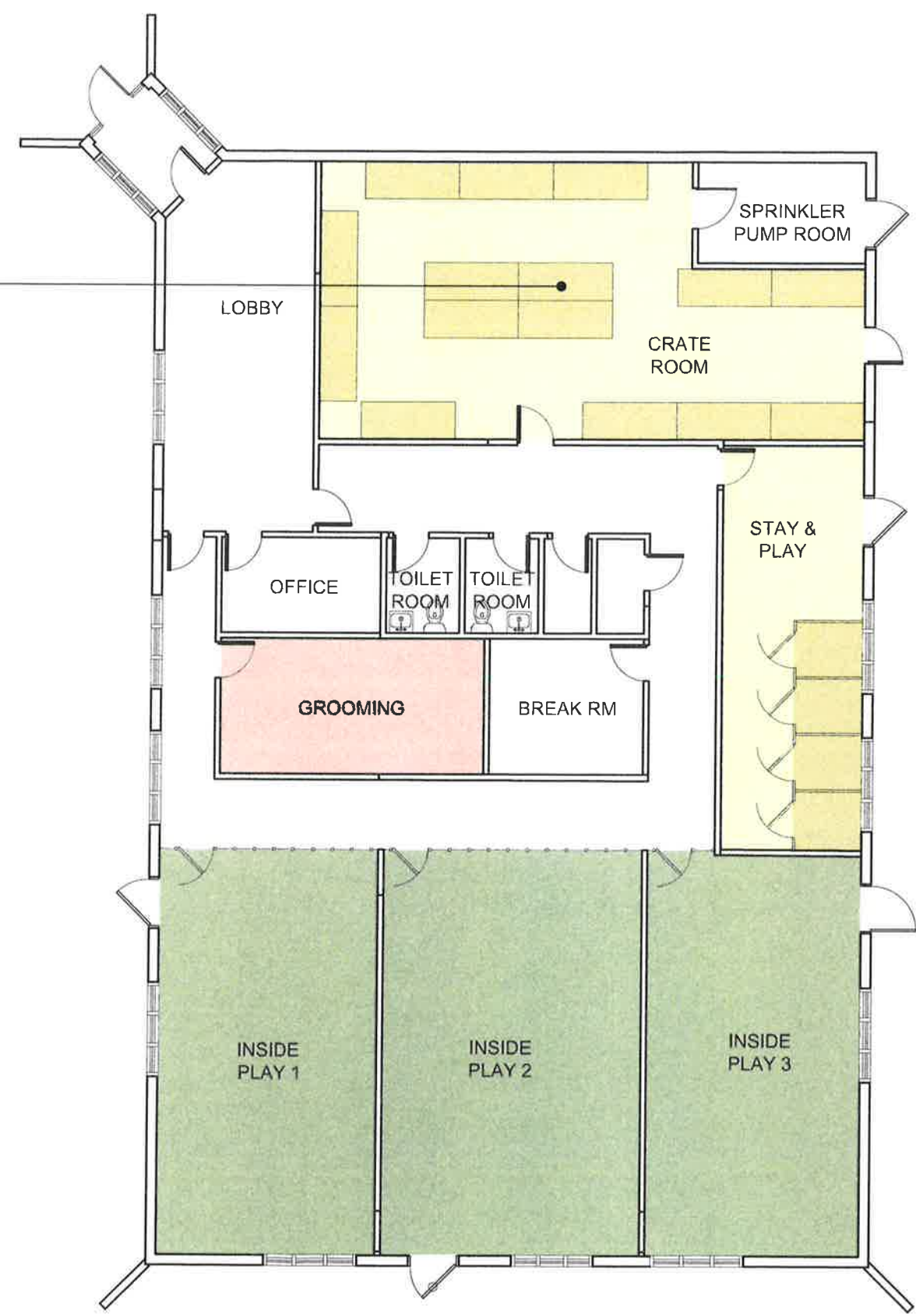
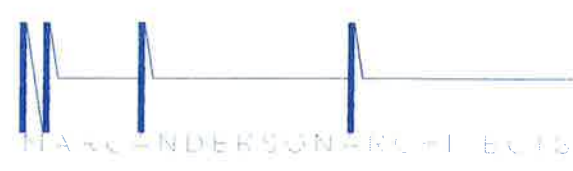


EXHIBIT D



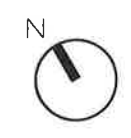
CS Pet Resort
Project Name
2040
Project Number

Floor Plan

08.12.21
Date

3/32" = 1'-0"
Scale

2.0
Sheet Number



AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR OUTDOOR STORAGE (TMD 327 GUNDERSEN LLC/FED EX GROUND, 327 GUNDERSEN)

WHEREAS, Timothy McCahill with TMD 327 Gundersen LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for Outdoor Storage in accordance with Section 16-3-11 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 327 Gundersen Drive, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on August 23, 2021 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 Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit 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 Special Use Permit, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *The proposed business with outdoor storage will provide an amenity to members of the community.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed business will operate in a manner that should not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *With additional screening and landscaping, the proposed use should not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the area.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.*

5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The project is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to TMD 327 Gundersen LLC subject to the conditions set forth in Section 3, upon the real estate commonly known as 327 Gundersen Drive, Carol Stream, Illinois, and legally described as follows:

LOTS 1,2,3 AND 4 IN CARL A. GUNDERSEN'S SUBDIVISION UNIT NO. 1 OF THE NORTH 20 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1961 AS DOCUMENT R61-29888, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permit granted in Section 1 herein is subject to the following conditions:

1. That all improvements, including but limited to the parking lot, landscaping, and fencing, must be built, installed, and maintained in accordance with the attached plans and exhibits;
2. That the landscape materials must be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
3. That the fencing shall be maintained in good condition so as to provide effective solid screening of the property;
4. That all potential maintenance work shall occur inside the building, and not within the storage lot. Likewise, disabled vans, trucks and trailers shall not be stored in the lot;
5. That sleeping in vans, trailers, cabs, or in the building shall not be allowed;

6. That only trailers and trucks associated with the business shall be allowed to be stored in the storage lot, and the storage of recreational vehicles, construction materials, and other equipment shall not be allowed in the storage lot;
7. That no vans, trucks or trailers shall be allowed to be stored in the automobile parking areas along Gundersen Drive, the west side of the property, or in the northwest corner of the property;
8. That vans, trucks and trailers shall not be allowed to back into the property from Gundersen Drive;
9. That Fed Ex Ground drivers shall use Gundersen Drive to enter and exit the subject property, and not utilize West Street or the residential neighborhood to the west to travel to and from the Fed Ex Ground facility at Gary Avenue and Della Court, and signage shall be installed on the subject property to direct drivers of such requirements;
10. That a Knox padlock or gate switch shall be provided on the security gates, and the Carol Stream Fire Protection District shall be provided keys to said gates for access onto the property, if required by the Carol Stream Fire Protection District; and
11. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Special Use Permit is hereby approved and granted as set forth in the following plans and exhibits:

1. Site Plan (Exhibit A, dated September 3, 2021), prepared by Harris Architects Inc., 4801 Emerson Avenue #210, Palatine, Illinois, 60067.
2. Landscape Plan (Exhibit B, dated September 1, 2021), prepared by 1st Choice Lawn Service.

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 all of 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.

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 of the Carol Stream Unified Development Ordinance and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

I, Timothy McCahill, being the owner and/or party in interest of the Subject 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 16-8-5 of the Carol Stream Unified Development Ordinance, and/or termination of the special use permit. TMD 327 Gundersen LLC further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

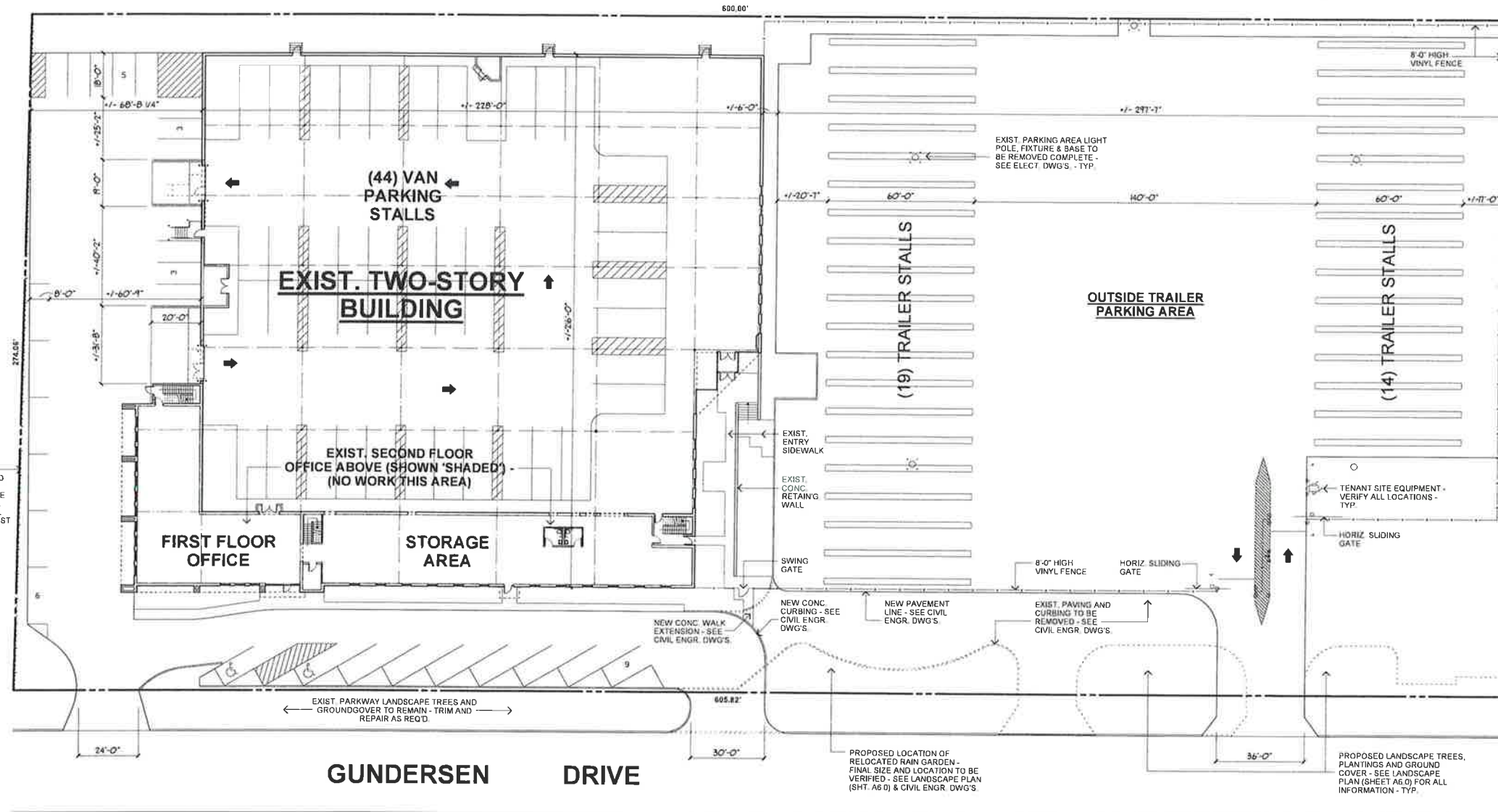
Owner/Party In Interest

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 COMMUNITY DEVELOPMENT
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HARRIS ARCHITECTS, INC.
 327 GUNDERSEN DRIVE - CAROL STREAM - ILLINOIS
 © 2021 HARRIS ARCHITECTS, INC.

EXISTING BUILDING REHABILITATION FOR:
FEDERAL EXPRESS
 327 GUNDERSEN DRIVE - CAROL STREAM - ILLINOIS



ARCHITECTURAL SITE PLAN
 SCALE: 1" = 10'-0"



NOTE:

SEE CIVIL DRAWINGS FOR INFORMATION ON BENCH MARKS, WORK POINTS, PAVING SECTIONS, PARKING STALL AND AISLE DIMENSIONS. DIMENSIONS ARE TO FACE OF CURB.
 SEE ELECTRICAL DESIGN-BUILD DRAWINGS FOR SITE LIGHTING AND SERVICE (BT OTHERS) VERIFY WITH GENERAL CONTRACTOR.

SITE AND BUILDING DATA

SITE AREA (± 3.785 AC.)	+/- 164,889 S.F.	CAR PARKING	26 CARS
GREEN SPACE (± 16.38 AC.)	+/- 27,062 S.F.	INDOOR VAN PARKING	44 STALLS
BUILDING AREA		DRIVE IN OVERHEAD DOORS	2 DOORS
FIRST FLOOR (FOOTPRINT)	+/- 49,258 S.F.	TOTAL TRAILER PARKING	33 STALLS
SECOND FLOOR	+/- 9,218 S.F.	CLEAR HEIGHT (VARIES - V.L.F.)	+/- 16'-0"
TOTAL BUILDING	+/- 58,474 S.F.		

EXHIBIT A

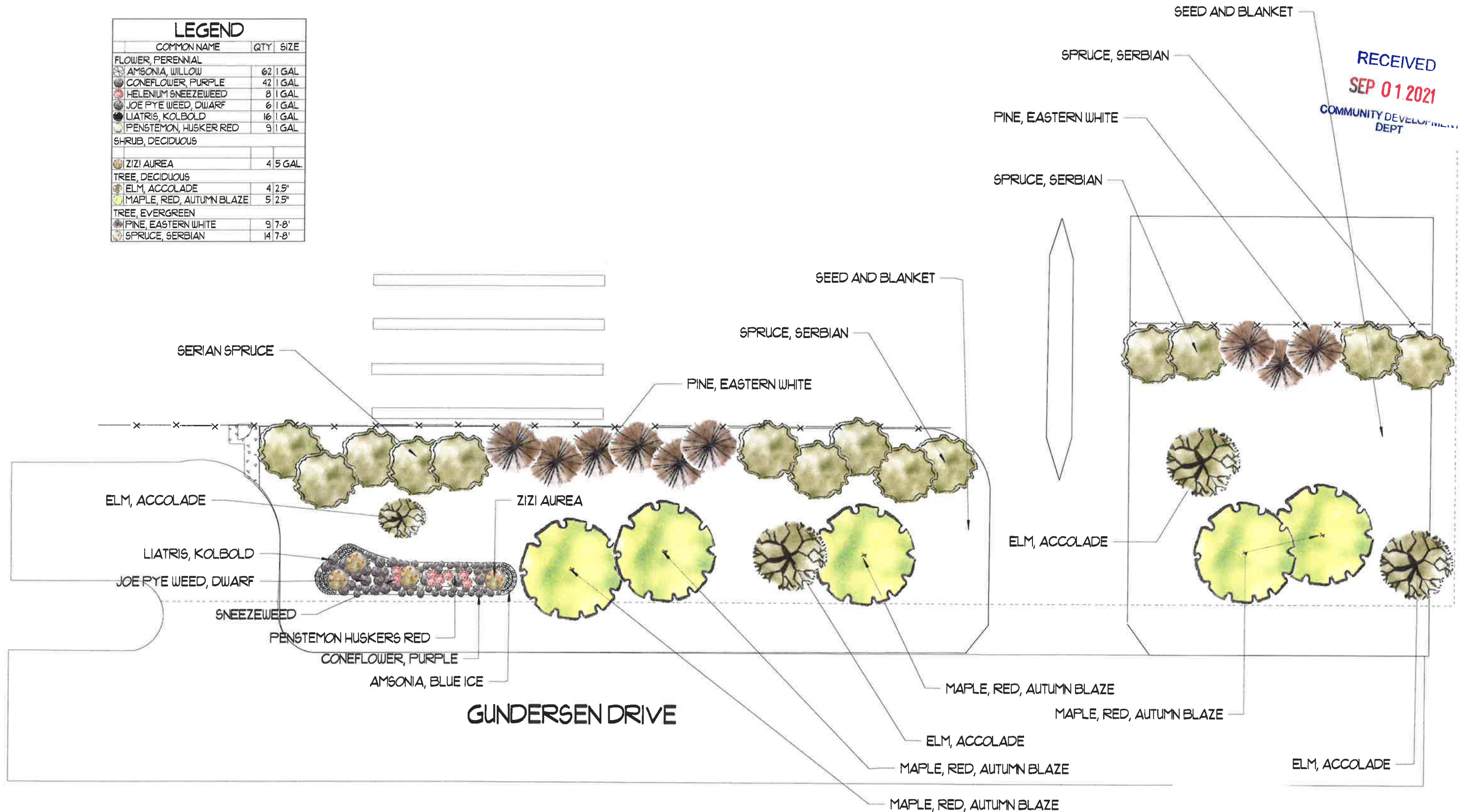
DATE: 08-25-2021
 TIME: 07:05:12Z
 FOR REVIEW BY OWNER/TECHNICAL REVIEW AND VENDOR PRINT:

PROJECT NO.
 220556
 DRAWN BY:
 GRW
 DATABASE:
 220556-site.db

SHEET NO.
A1.0
 2 OF 8 SHEETS

LEGEND		
COMMON NAME	QTY	SIZE
FLOWER, PERENNIAL		
AMSONIA, WILLOW	62	1 GAL
CONEFLOWER, PURPLE	42	1 GAL
HELENIUM SNEEZEWEED	8	1 GAL
JOE PYE WEED, DWARF	6	1 GAL
LIATRIS, KOLBOLD	16	1 GAL
PENSTEMON, HUSKER RED	9	1 GAL
SHRUB, DECIDUOUS		
ZIZI AUREA	4	5 GAL
TREE, DECIDUOUS		
ELM, ACCOLADE	4	2.5"
MAPLE, RED, AUTUMN BLAZE	5	2.5"
TREE, EVERGREEN		
PINE, EASTERN WHITE	9	7-8'
SPRUCE, SERBIAN	14	7-8'

RECEIVED
SEP 01 2021
COMMUNITY DEVELOPMENT
DEPT



GUNDERSEN DRIVE

EXHIBIT B

Revision #:
Date: 9/1/2021

Scale:
3/32" = 1'

Landscape Plan: 1
327 Gundersen Dr

Landscape Design by: Jeff VanDerStuyf
1ST Choice Lawn Service

Village of Carol Stream
Interdepartmental Memo

DATE: August 31, 2021
TO: Robert Mellor, Village Manager
FROM: Caryl Rebholz, Human Resources Director
RE: *Whistleblower Report Policy Ordinance*

As you know, there are numerous State and Federal statutes regarding ethical behavior for government officials and employees. These statutes include, but are not limited to the State Officials and Employee Ethics Act, the Illinois Election Code, the Gift Ban Act, the Open Meetings Act, the Whistleblower Protection Act, and various sections within the Illinois Municipal Code.

Recently, Public Act 101-0652, also known as the Safety, Accountability, Fairness and Equity – Today (SAFE-T) Act, amended the Public Officer Prohibited Activities Act by adding a section regarding retaliation against a whistleblower. This amendment added protections prohibiting retaliation by units of local government, agents or representatives of units of local government or another employee against an employee or contractor who:

- Reports an improper governmental action under the Act;
- Cooperates with an investigation related to a report of improper government action, or;
- Testifies in a proceeding or prosecution arising out of an improper governmental action.

In addition, the amendment requires municipalities to designate an auditing official and provide every employee, on an annual basis, with a summary, written process and procedure for managing complaints.

The Mayor and Board of trustees have continued to support open, transparent and honest government. As part of our expectation of maintaining the highest ethical standards, as well as in compliance with the recent amendments, the attached Whistleblower Report Policy Ordinance is presented to provide a clear summary, process and procedure for the Village of Carol Stream. While the officials and employees of the Village of Carol Stream have always been held to the standards for Whistleblower protection, the attached ordinance will provide additional detail, education and means for complaints for all officials, employees, agents, and other representatives of the Village.

As always, please let me know if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES BY ESTABLISHING A WHISTLEBLOWER REPORT POLICY OF THE VILLAGE OF CAROL STREAM

WHEREAS, the Mayor and Board of Trustees believe in and support the concept of open, transparent and honest government; and

WHEREAS, the residents and businesses of the Village of Carol Stream are entitled to accountable local government that has earned the public's full confidence for integrity; and

WHEREAS, adopting a whistleblower report policy for government officials and employees will promote public confidence in the integrity of local government.

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

SECTION 1:

The Carol Stream Code of Ordinances, Chapter 1, Government Organization, is hereby amended by adding Article 10, Whistleblower Report Policy, which shall read as follows:

ARTICLE 10 WHISTLEBLOWER REPORT POLICY

1-10-1 STATEMENT OF PURPOSE

The Village of Carol Stream is committed to identifying and stopping improper governmental actions as defined by the Public Officer Prohibited Activities Act (50 ILCS 105/4.1), and maintaining a work environment free of retaliation against those who report, testify about, or participate in investigations regarding alleged improper governmental actions. The Village of Carol Stream will not tolerate retaliation against employees for reporting improper governmental actions, cooperating with investigations into the same, and/or testifying in a proceeding arising out of an improper governmental action. Any report of retaliation will promptly be reported to the Village of Carol Stream's appointed Auditing Official for review. All employees are responsible for reporting improper governmental actions as well as reporting any retaliatory conduct resulting therefrom.

1-10-2 APPOINTED AUDITING OFFICIAL

The Appointed Auditing Official is an individual appointed by the Village of Carol Stream whose duties are to receive, register, and investigate reports and information concerning misconduct, inefficiency, and waste within the Village of Carol Stream based upon the prohibitions set forth below. The Village of Carol Stream has appointed the Village Manager or his designee as its Auditing Official. The Village Manager can be reached at 630-871-6253 or emailing bmellor@carolstream.org.

1-10-3 WHO IS COVERED

Anyone employed by the Village of Carol Stream, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. This includes members of appointed boards or commissions, such as the Village of Carol Stream's Pension Boards, Board of Fire and Police Commissioners, and Plan Commissioners, whether or not paid. Further, this policy covers persons who have been terminated because of any report submitted under this policy.

1-10-4 WHAT IS COVERED

Improper governmental actions under this Policy include any action by the Village of Carol Stream (including its employees, appointed officials and elected officials) that is undertaken in violation of a Federal, State, or Carol Stream law or rule; is an abuse of authority; violates the public's trust or expectation of the individual's conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. For purposes of this policy, an "improper governmental action" does not cover personnel actions or violations of collective bargaining agreements unless the personnel action or violation amounts to retaliation within the meaning of this policy.

1-10-5 WHAT IS PROHIBITED:

The Village of Carol Stream prohibits retaliation, or threats of retaliation, made against a Village of Carol Stream employee based on the employee's reporting of improper governmental actions, cooperating with investigations into the same, and/or testifying in a proceeding arising out of an improper governmental action.

Retaliation means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this policy. Retaliation includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this policy.

1-10-6 REPORT FILING PROCEDURE

If employees covered by this policy believe there has been an improper government action and/or they were subject to prohibited retaliation under this policy, they must report the improper government actions and/or retaliatory acts to the Auditing Official. The employees must submit their report in writing within sixty (60) days of gaining knowledge of the improper government action and/or retaliatory conduct. If the alleged retaliation involves the Village of Carol Stream's designated Auditing Official, the employees may submit their report to the Human Resources Director or any State's Attorney. All reports under this policy will be promptly and thoroughly investigated. These investigations shall remain confidential unless the employee chooses to waive confidentiality or the disclosure of the employee's identity is required by law.

1-10-7 RESPONSIBILITIES OF THE AUDITING OFFICIAL

The Auditing Official is responsible for determining whether improper government actions and/or retaliation have occurred under this policy and/or the Public Officer Prohibited Activities Act. In doing so, the Auditing Official has the power and authority to conduct investigations consistent with this policy, seek legal advice, and/or transfer a report to outside investigators for investigation, including but not

limited to the local State's Attorney. In the event the Auditing Official concludes that an improper government action and/or retaliation has occurred or that a Village of Carol Stream official has hindered the investigation, the Auditing Official shall notify the Mayor and anyone else that the Auditing Official deems appropriate.

1-10-8 PENALTIES FOR POLICY VIOLATIONS

Village of Carol Stream employees who are found to have committed an improper governmental action and/or engaged in prohibited retaliation under this policy and/or the Public Officer Prohibited Activities Act may be subject to discipline, up to and including discharge. If the Auditing Official concludes that a Village of Carol Stream official or employee has engaged in an improper governmental action and/or retaliation prohibited by this policy and/or the Public Officer Prohibited Activities Act, the Auditing Official will refer the matter to a local State's Attorney for the potential imposition of monetary fines and/or criminal prosecution as permitted by the Act.

1-10-9 REMEDIES FOR RETALIATION

When the Auditing Official concludes that an employee has been subject to prohibited retaliation under this policy and/or Public Officer Prohibited Activities Act, the Auditing Official may submit a recommendation to the Village of Carol Stream Mayor and Board of Trustees for appropriate reimbursement or restitution.

1-10-10 EMPLOYEE NOTICE REQUIREMENTS

The Village of Carol Stream shall provide copies of 50 ILCS 105/4.1 and this policy to all new employees upon commencement of employment, as well as all current employees on an annual basis.

1-10-11 OTHER VILLAGE WORK RULE VIOLATIONS

Nothing in this policy is intended to limit the Village of Carol Stream's ability to discipline, discharge and/or remove an employee or official for conduct that violates other Village policies, procedures and/or work rules, even if such conduct does not technically qualify as an "improper governmental action" or "retaliation" under this policy and/or the Public Officer Prohibited Activities Act, or even if such conduct was reported more than 60 days after the employee gained knowledge of the conduct.

ACKNOWLEDGEMENT OF RECEIPT

I, _____ (Employee Name) hereby acknowledge receipt of the Whistleblower Report Policy and agree to read all of the Policy's provisions.

Employee Signature: _____ Date: _____

SECTION 2:

Those sections, paragraphs, and provisions of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Village of Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

SECTION 3:

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 4:

The provisions of this Ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk



Carol Stream Police Department Memorandum

TO: Robert Mellor, Village Manager

FROM: Bill Holmer, Chief of Police

DATE: August 16, 2021

**RE: RECOMMENDATION - MANAGEMENT ANALYST/EMERGENCY
MANAGEMENT COORDINATOR**

BACKGROUND

In August of 2020, a retirement created a vacancy at the position of Secretary in the Support Services Division. We chose to maintain the vacancy in an effort to evaluate the needs of the organization and explore ways in which we may be able to better use this position. The responsibilities of the Secretary position were immediately redistributed among others in the Department.

SUBJECT

This secretarial position has become obsolete, and we are recommending a reclassification of this position to a Management Analyst. While we have titled this position Management Analyst, we are expanding the responsibilities to include emergency management planning. Other examples of duties in this role:

- Coordinate employee training and exercises related to emergency management.
- Attends emergency management meetings and establishes relationships with other Village Departments, as well as other agencies.
- Provides general staff assistance throughout the department.
- Researches grant opportunities especially related to emergency management.
- Analyzes department data and prepares reports.
- Provides organizational studies and assists with budget development.

Emergency management was a significant catalyst for this recommendation because the Village has been lacking someone dedicated to this role for some time. Police department staff has maintained compliance with requirements of the county emergency plan; however, we need to be more proactive in our emergency management efforts. Emergency management requires more than simply keeping up with the emergency plan, and this is difficult to accomplish while attending to other required police duties. Additionally, there are

opportunities for data analysis and reporting as we continue to gain more requirements from the State of Illinois.

RECOMMENDATION

I recommend the elimination of this Secretary position and the creation of the position of Management Analyst. The starting salary for the Management Analyst is \$70,630 while the salary of the retired Secretary was \$73,630 upon retirement. Should the Village Board agree with recommendation, I also recommend approval of a Resolution amending the Employee Compensation Plan.

If you have any questions, please let me know.

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 3183
ADOPTING THE 2021-22 EMPLOYEE COMPENSATION PLAN FOR
THE VILLAGE OF CAROL STREAM**

WHEREAS, on April 19, 2021, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 3183 adopting the 2021-22 Employee Compensation Plan for the Village of Carol Stream; and

WHEREAS, since that time, an evaluation of the organizational structure within the Police Department has been undertaken; and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to eliminate one (1) full-time secretary position within the Support Services Division of the Police Department, and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to create one (1) full-time Management Analyst position within the Police Department.

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

SECTION 1: That the 2021-22 Employee Compensation Plan is hereby amended to eliminate the full-time position of Secretary within the Police Department.

SECTION 2: That the 2021-22 Employee Compensation Plan is hereby amended to establish a new full-time (40 hour) position of Management Analyst within the Police Department.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 7th DAY OF September 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

VILLAGE OF CAROL STREAM

Position Classification **Management Analyst**

FLSA STATUS: Exempt

DEFINITION:

Under direction of the Chief of Police, helps organize, coordinate, implement and evaluate administrative and operational activities of the department. Leads the emergency management and disaster preparedness program through coordination of personnel, communications and resources for adequate preparedness for natural, environmental, man-made or other emergencies. Participates in development and oversight of the departmental budget and long-range plans. Performs program analysis and evaluation, organizational and administrative studies, and analysis of research data. Serves as liaison to other departments and agencies for emergency preparedness and other coordinated programs.

EXAMPLES OF DUTIES:

Assists the Chief of Police in the development, implementation and evaluation of various programs and establishing the direction of department programs.

Plans, develops, administers, implements, evaluates and modifies a comprehensive, Village-wide emergency response, communications and management program.

Establishes relationships with other Village departments, as well as other local, county, state and federal emergency management agencies. Attends regular meetings and explores opportunities for intergovernmental agreements and coordination with private sector businesses.

Coordinates employee training and disaster exercises related to emergency management, ensuring that employees meet all local, state and national requirements.

Provides general staff assistance as needed throughout the department. Evaluates work procedures, training programs, schedules and workflow; studies and recommends policies and procedures to improve efficiency and effectiveness of departmental functions.

Prepares letters, reports, support information and documents in a precise and professional manner. Makes written and/or verbal reports to the Chief of Police, Village Management, community groups and governmental agencies.

Prepares drafts of speeches, presentations, resolutions, ordinances, contracts, administrative policies, etc., as assigned.

Works to secure and manage Federal, State and local grants, particularly related to emergency management.

Assists the general public about matters relating to the department.

Assists in gathering and analyzing information needed for budget development and control.

Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of local, state, and federal regulations relative to the operations of a local emergency management agency.

Ability to analyze problems or situations and make quick and effective decisions in both emergency and non-emergency settings.

Ability to reason and communicate effectively verbally and in writing with all departmental staff, other Village staff and the general public.

Knowledge in the use of computer applications including MS Word, Excel, Access. Ability to learn and use mapping applications.

Ability to exercise discretion and independent judgment.

Ability to coordinate diverse resources necessary to respond to a disaster; ability to design, implement, coordinate and evaluate disaster exercises.

Ability to accurately record and maintain records; ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public.

Ability to acquire knowledge of Village-wide and departmental procedures and practices.

Ability to provide regular and predictable work attendance.

TRAINING, EDUCATION AND EXPERIENCE:

Graduation from a college or university with a bachelor's degree in in a related field; Master's degree preferred **and**,

Two (2) years of related experience; **or**, any equivalent combination of education and related experience.

Valid Illinois driver's license.

Completion of NIMS and/or Homeland Security Exercise and Evaluation program training and certification preferred.

ESSENTIAL PHYSICAL AND SENSORY JOB ELEMENTS

FREQUENCY OF OCCURRENCE

1. Manual Dexterity:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Time spent on keyboard, filing, and writing.

2. Climbing:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Occasionally to reach high shelves, climb stairs.

3. Crawling:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Low shelves

4. Kneeling:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Low shelves

5. Lifting:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Necessary to lift and carry large documents.

6. Running:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Potentially in an emergency situation.

7. Sitting:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Majority of day spent sitting.

8. Standing:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation:

9. Stooping:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Reaching low shelves, lockers.

10. Walking:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Activities required in various parts of the Village Hall, other agencies, etc. Includes walking up & down stairs.

11. Carrying:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Transporting documents to various locations, including up & down stairs.

12. Driving:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Attending meetings with other agencies / picking up documents

13. Listening:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation:

14. Visual Acuity:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: Reading documents, screens on the computer, etc.

15. Verbal Communication:	N/A	Minimal	Moderate	Frequent	Excessive
Hours per day:	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation:

16. Extended Hours:	N/A	Minimal	Moderate	Frequent	Excessive
	N/A	(0-1)	(1-4)	(4-7)	(7+)

Explanation: In periods of disaster and/or emergency, must have the ability to work well beyond the regular business hours.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

MEMO TO: Robert Mellor, Village Manager

FROM: Phil Modaff, Director of Public Works

DATE: August 31, 2021

SUBJECT: Request to Add a WSE Position to Fill Vacant Locator Position

Following the recent resignation of the Public Works WSE-Locator,¹ staff examined the options for addressing the vacancy and identified the following:

1. Simply refill the vacant position with a new hire and make no changes;
2. Hire a WSE-probationary and assign locating to Water/Sewer employees on a rotating basis;
3. Contract for locating services.

The Utility Supervisor, Superintendent of Operations and I favor option #2 for the following reasons:

- Hiring another full WSE, who is not dedicated solely to locating, provides the Supervisor with another employee who can be trained in, and assigned to, a wider variety of tasks. This will provide more flexibility for the Supervisor in making daily assignments.
- Our history has shown that Locators typically are promoted or move on within three years of hire. This causes disruption in division operations. Any time a new Locator is hired the Supervisor must assign another person to train and monitor the new locator for several months until they can work independently.
- Advertising for a position with responsibility beyond simply locating allows us to attract a greater number and broader range of experienced candidates, which may prove beneficial in the tight hiring market.

Impacts:

- In the current fiscal year there will be no financial impact since the minimum wage rate for both the Locator and the WSE-probationary are the same. In year two there would be an impact beyond what is currently projected in the budget upon completion of the probationary period by the WSE-probationary employee who would be promoted (by contract) to the WSE II position (with an increase equivalent to about a \$4,000/yr.). Since the probationary period would not be completed until about midway through the coming fiscal year, the full impact of the wage increase would not be felt until the following fiscal year.

¹ The WSE- Locator position is primarily responsible for responding to JULIE locate requests.

Page Two
August 31, 2021

- Over half of the division employees are already fully trained and experienced in performing locates and we will train the others so all of them can participate in the assignment rotation.

I reviewed the options and our recommendation with Caryl Rebholz and she is supportive of the recommendation.

Therefore, I am requesting Village Board adoption of the attached Resolution that would allow staff to move forward in hiring an additional WSE.

C: Caryl Rebholz, Director of Human Resources
Jon Batek, Director of Finance

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 3183
ADOPTING THE 2021-22 EMPLOYEE COMPENSATION PLAN FOR
THE VILLAGE OF CAROL STREAM**

WHEREAS, on April 19, 2021, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 3183 adopting the 2021-22 Employee Compensation Plan for the Village of Carol Stream; and

WHEREAS, since that time, an evaluation of the organizational structure within the Public Works Department has been undertaken; and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to reduce one (1) full-time WSE - locator position within the Water and Sewer Division of the Public Works Department, and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to create one (1) additional full-time Water and Sewer Employee position within the Public Works Department.

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

SECTION 1: That the 2021-22 Employee Compensation Plan is hereby amended to reduce the full-time position of WSE - Locator within the Public Works Department to 0.

SECTION 2: That the 2021-22 Employee Compensation Plan is hereby amended to establish a new full-time position of Water and Sewer Employee.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 7th DAY OF September 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk



Carol Stream Police Department Memorandum

TO: Bob Mellor, Village Manager
FROM: Bill Holmer, Chief of Police
DATE: August 30, 2021
RE: SURPLUS DECLARATION

The Police Department has identified the below property which has surpassed its useful life and should be considered surplus property.

- A 2008 Chevrolet Avalanche, VIN 3GNFK12358G182925. The vehicle was awarded to the police department as a result of a seizure proceeding in 2011. The vehicle currently has almost 110,000 miles and requires frequent repairs. Currently, it is in need of additional repairs; and, we have purchased a replacement vehicle.
- A gray bed cap for a Dodge pickup truck. This cap was taken off one of our vehicles and is no longer used – it is taking up storage space and is not expected to be used again.

I am requesting that this property be declared surplus which will allow us to sell or dispose of it. Proceeds from the sale of the Chevy Avalanche will go back to the seizure fund.

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; 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 declare a 2008 Chevrolet Avalanche and Dodge pickup truck bed cap as surplus.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

- 2008 Chevrolet Avalanche VIN: 3GNFK12358G182925
- Bed Cap for Dodge Pickup Truck

now owned by the Village of Carol Stream, is no longer useful and declared surplus.

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 7th DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: September 1, 2021

RE: **Agenda Item for the Village Board meeting of September 7, 2021**
Easement Encroachment Request – 498 Flint Trail



Resident Gabriel Sotelo has submitted an application for an Easement Encroachment to allow a shed to encroach within a 10-foot drainage and utility easement within the rear of his property at 498 Flint Trail. The resident applied for a permit for an eight foot by 10 foot shed to be installed near the southwest corner of the property in 2020, but constructed the base for the shed partially within the rear easement. Upon final inspection of the shed, it was determined that the shed is located five feet, two inches into the 10-foot easement. The resident is requesting an easement encroachment to allow the shed to remain in the easement.

The shed is located approximately four feet, ten inches from the rear (west) property line at its closest point. In reviewing possible other locations for the shed on the property, there is limited space due to the property size and placement of the home on the lot. Spacing near the southeast corner of the property would not allow for the 80 square foot shed without either encroaching



into the required setback from the side yard or distance required from the house. Additionally, there is limited space along the west side of the property, and the southwest quadrant of the property contains an existing patio. It should be noted that the Engineering Services and Public Works Departments have reviewed the request and deem it acceptable as long as the homeowner acknowledges that any damage done by the Village working within the easement to repair, maintain, or replace utilities will be the

responsibility of the homeowners to repair (though there currently are no Village utilities within the easement). Mr. Sotelo has also signed an Easement Encroachment Agreement, which among other things, lays out the responsibilities for maintenance on the property in case of work to utilities. Mr. Sotelo has also received written authorization from all four utility companies for the encroachment of the shed in the easement.

As stated in Section 16-8-4 (I)(3) of the Unified Development Ordinance, the Village Board shall consider the following criteria in their review of easement encroachment applications:

1. The need to encroach within the easement as opposed to placing the structure elsewhere on the property.

Based on limited space on the property and the location of the house on the lot, the resident sees no other location for the placement of the shed.

2. That all other options have been considered for the placement of the structure outside of the easement and rejected as impractical.

If there was additional space near the southeast corner of the property, the shed may be able to be located there. However, relocating the 80 square foot shed to this location would still force the shed either to be located too close to the house or to encroach into the side yard setback.

The required documentation for the easement encroachment application has been submitted. Attached is the Easement Encroachment Application, cover letter received April 30, 2021, signoffs from utility companies, signed Easement Encroachment Agreement, plat of survey denoting the location of the shed, and drawing with shed location.

Staff recommends that the request be approved subject to the condition that the Easement Encroachment Agreement be recorded against the property. If the Village Board concurs with the

RE: Agenda Item for the Village Board meeting of September 7, 2021

Easement Encroachment Request – 498 Flint Trail

Page 3 of 3

staff recommendation, they should approve the resolution for the easement encroachment request for the shed for Gabriel Sotelo at 498 Flint Trail to encroach within the drainage and utility easement subject to the condition that the Easement Encroachment Agreement be recorded against the property.

ec: Gabriel Sotelo

T:\Planning New\Planning\Easements\Village Board Memos\21-0019 498 Flint.docx

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE VILLAGE OF CAROL
STREAM AND GABRIEL SOTELO FOR A SHED AT 498 FLINT TRAIL
PIN #02-30-208-006**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Easement Encroachment Agreement with Gabriel Sotelo, owner of the property at 498 Flint Trail, in the form of an agreement attached hereto as Exhibit "A", and by this reference incorporated herein, for the construction of a three-season room addition.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Easement Encroachment Agreement, in the appropriate form, attached hereto as Exhibit "A".

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

PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • JULIA SCHWARZE, CLERK • ROBERT MELLOR, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

June 9, 2021

Mr. Gabriel Sotelo
498 Flint Trail
Carol Stream, Illinois 60188

RECEIVED
JUN 24 2021
COMMUNITY DEVELOPMENT
DEPT

Re: Easement Encroachment for Residential Shed

Dear Mr. Sotelo:

The Village of Carol Stream has reviewed your request to allow a shed to remain partially within a 10-foot utility easement located along the rear of your property. Conditioned upon your agreement to the following terms, staff will recommend that the Village Board grant such permission to you (the "Owner"):

1. The grant of permission for an easement encroachment shall not constitute nor be deemed to constitute a waiver of any rights the Village otherwise possesses in the easement. Owner further agrees not to erect any further improvements, edging, poles, standards or any other improvements upon any portion of the Easement which is subject of this Agreement without the written consent of all parties with interests in the Easement. This grant of permission shall be solely and exclusively for the proposed shed improvement and does not expressly or implicitly grant, confer, convey or create any other right or interest in favor of the Owner of the Parcel. This grant of permission shall terminate upon the first to occur of the following events: (i) the removal by the Owner of the encroaching improvement; (ii) the destruction of the improvement encroaching on the Easement; (iii) the failure by the Owner to comply with Village Ordinances; (iv) the failure of the Owner to perform, honor and abide by the terms, conditions and covenants set forth in this Agreement, where such failure continues for more than seven (7) days beyond the date written notice thereof is given by the Village whereupon, in such event, the Village may remove the encroachment at the expense of the Owner, such expense constituting a lien upon the property; or (v) upon 60 days' notice from the Village.
2. Owner agrees to construct and maintain the improvement in a safe and defect-free condition. Further, Owner agrees that they shall not change the size, shape or structure of the improvement without the written approval of the Village.
3. Owner acknowledges that it may become necessary for the Village to remove the improvement in order to affect repairs or other maintenance and, therefore, agrees that the Village may remove the encroachment when the Village, in its sole discretion, determines such work is necessary in order to perform the repairs or maintenance. The Village will not be responsible for

EXHIBIT A

any damage or destruction to the improvement which occurs during this process. Such work by the Village may be without prior notice to the Owner; however, Village shall endeavor to give at least seven (7) days' notice where possible. Owner also agrees to reimburse the Village for any costs incurred by the Village in removing the encroachment and also agrees that Owner shall be solely responsible for all costs and expenses of restoring the land or replacing the improvement following completion of any work by the Village.

4. Owner agrees that it shall indemnify and hold harmless the Village from and for any and all claims for damages to real and personal property and injuries to or death suffered by persons by reason of the installation, maintenance, repair, or operation of the improvement or any other encroachment in the Easement. Owner shall add the Village of Carol Stream to its property insurance policy as an additional insured covered thereunder, and this Agreement shall constitute a "contract" for the purpose of calling into force any contractual indemnity provision in any insurance policy.
5. As a further condition precedent and inducement to the Village to enter into this Agreement and grant permission, the Owner agrees to pay and/or reimburse Village for all fees, including but not limited to recording and title charges as well as surveying, grading, and any re-landscaping and re-inspection fees and Village's reasonable attorney's fees incurred as a result of the encroachment. Additionally, in the event of any breach by the Owner of any of its covenants, duties, or obligations set forth herein, the Owner shall be liable for all court costs and reasonable attorney's fees incurred or sustained by the Village in enforcing and/or terminating this Agreement.

Should these terms meet with your approval, please execute below. Should you have any questions, do not hesitate to contact me at 630.871.6234 or tfarace@carolstream.org.

Sincerely,



Tom Farace, AICP
Planning & Economic Development Manager

AGREED:



Gabriel Sotelo
498 Flint Trail

6-17-21
Date



Do Not Write in This Space

Date Submitted: APR 29 2021

Fee Paid: \$300.00

Village of Carol Stream

500 N. Gary Avenue • Carol Stream, IL 60188

630.871.6230 • FAX 630.665.1064

e-mail: communitydevelopment@carolstream.org • website: www.carolstream.org

FORM F

EASEMENT ENCROACHMENT APPLICATION

1. Name of Applicant GABRIEL SOTELO Phone 630-888-8058

Address 498 FLINT TRL Fax _____

Name of Owner _____ Phone _____
(required if other than applicant)

Address _____ Fax _____

2. Common Address/Location of Property 498 Flint 60188 south west corner

3. Please indicate the type and size (provide dimensions) of the structure that is the subject of this application.

8x10 shed

4. Please indicate the type of easement into which you are requesting to encroach upon (public utility, drainage or both).

Public + utility easement

5. Please explain the background of your request for approval to allow a structure to encroach within an easement.

Explained in my case letter

6. Have you explored other options as opposed to locating the structure in the easement? For example, have you considered moving the object out of the easement if it is an existing structure?

Yes, there is no other place to put in a
property and comply with property
lines and easement encroachment (conditions of
Approval

7. Petitioner Certification

I have received a copy of the easement encroachment process handout. I understand that prior to this request being forwarded to the Village Board for a final decision, I must sign and return to the Village the Terms of Approval letter. I will be informed of the time and date of the Village Board meeting at which my request will be decided, and my attendance at this meeting is required. I also understand that, per § 6-13-6 of the Municipal Code, the Village's costs of legal reviews and other special reviews required by the Community Development Director to be performed by means of consultant services shall be paid at the billed rate to the Village by the applicant.

GABRIEL SOTELO

Print Name

Gabriel Sotelo

Signature

4-27-21

Date

RECEIVED
APR 30 2021
COMMUNITY DEVELOPMENT
DEPT

Attention Mr. Mayor and Village Board of Trustees

My name is Gabriel Sotelo and I reside at 498 Flint Trail. This letter is intended to explain why I wish to encroach on the utility easement which is located on my property. I have been a long-time resident of Carol Stream and this past year decided that I needed more storage space for tools and equipment in which I have obtained over my many years here. I decided to purchase a Tuff Shed from Home Depot. I was told from a representative of Tuff Shed that I needed to have a base installed ahead of the scheduled installation date. I obtained a permit and started to construct the base portion of the shed. Once the base was completed, I contacted the city to have someone come out and approve the base. I was told that they will only come out for final inspection after the shed was constructed on its base. It was at this time on December 21st, 2020 that the inspector came out and did not approve the shed due to improper distance from the 10ft utility easement. To be completely honest I did not know there was an easement I was just trying to build the base where I thought was the only spot to put it. It was at this time that I got some help from my neighbor that resides to the south of me. I asked him to look at the paperwork and the prints that the city sent to me because I did not understand how to read them. Once my neighbor explained the property lines and utility easement and where I built the base, it finally made sense. It was at this time that my neighbor and I attempted to measure how far we were off and if we had the room to move the shed out of the easement. I am clear of his property line, but I can only move the shed 22 inches closer to my patio away from the utility easement. Moving the shed closer to my patio will not give me the 10-foot clearance from the utility and will also bring the shed closer to the south east corner of my house. Once we realized there was no way to successfully move the shed, we started to measure one other possible area. That secondary area will not be sufficient either because the way that the property line runs alongside my neighbor's fence. I cannot set the shed 5 feet from his fence and 5 feet from my house. These properties are just set too tight together in this neighborhood. These reasons as stated is why I am asking permission to encroach on the utility easement since the shed is already built and cannot go anywhere else. Attached will be a copy of the survey with exact measurements of where the shed sits at all four corners away from the utility easement and property lines including my house and the concrete patio. I will also attach pictures of the structure with the same measurements and a picture of the secondary area which is not sufficient. I am asking to encroach because there is just no other options in my opinion and I have done my due diligence as a long time homeowner in this area to get it as far as possible from the utility.

Thank you for your time on this matter,

Sincerely, Gabriel Sotelo



RECEIVED
APR 30 2021
COMMUNITY DEVELOPMENT
DEPT

April 14, 2021

Gabriel Sotelo
498 Flint Trail
Carol Stream, Illinois 60188

Re: 498 Flint Trail, Carol Stream, Illinois 60188
Shed Encroachment into Utility Easement

Dear Gabriel:

This letter serves as written acknowledgment that Comcast Cable Communications, Inc. and its affiliates have no objection to your request to be allowed to encroach into the utility easement with the installation of a Shed on the above-mentioned property.

Please contact J.U.L.I.E. (800-892-0123) prior to any excavating on the property, to assure that any cable lines will not be damaged. If for any reason our cable facilities have to be relocated, please contact me so I can make arrangements for this.

The encroachment herein granted does not under any circumstances, abrogate nor nullify the rights and interests of Comcast Cable Communications, Inc. and its affiliates in and to the easements of record, pertaining to the aforesaid property.

Very truly yours,

Robert L. Schalter, Jr.
Central Division Director of Construction
(224) 229-5862



Siyan Lucas
Land Management Agent

1844 Ferry Road
Naperville, IL 60563
830-336-2039 ext
s.lucas@nicor.com

RECEIVED
APR 30 2021
COMMUNITY DEVELOPMENT
DEPT

April 22, 2021

Gabriel Sotelo
498 Flint Trail
Carol Stream, IL 60188

Subject: 498 Flint Trail, Carol Stream, IL - Shed Installation
Nicor Atlas Page Reference: WC13302

Gabriel Sotelo:

This letter is sent in response to your recent inquiry regarding the shed encroachment which extends into the utility easement lying in the following described property:

LOT 78 IN WESTERN TRAILS SUBDIVISION UNIT NO. ONE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1976 AS DOCUMENT R76-34827 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 1, 1976, AS DOCUMENT R76-70720, IN DUPAGE COUNTY, ILLINOIS.

Based on the information you provided, including an incomplete copy of your plat of survey, Nicor Gas has no objection to the installation of a 8' x 10' shed, encroaching 5 feet upon the Easterly 10' Public Utility & Drainage Easement.

This is not a release or waiver of any rights Nicor Gas may have in or to the utility easement. Further, any future expense Nicor Gas may incur in exercising its rights in the utility easement shall be borne by the property owner.

Notify JULIE at 1-800-892-0123 at least 48 hours prior to commencing construction activities. Nicor Gas may have gas service pipes providing gas service to the described property. The gas service pipes are neither covered by recorded easement nor are their locations mapped.

Very truly yours,

Siyan Lucas
Land Management Agent
Land Services Department



Jacalyn M. Frost
262 N. Ottawa St.
Joliet, IL 60432

T: 779-230-6095
www.jc1243@att.com

RECEIVED
APR 30 2021
COMMUNITY DEVELOPMENT
DEPT

April 23, 2021

Mr. Gabriel Sotelo
498 Flint Trail
Carol Stream, IL

SENT VIA EMAIL ONLY

RE: Shed Placement ~ 498 Flint Trail, Carol Stream, IL

Dear Mr. Sotelo:

Pursuant to your correspondence, this is to inform you that Illinois Bell Telephone Company, LLC, an Illinois Limited Liability Company has no objection to placing a shed on your property located at:

PROPERTY COMMONLY KNOWN AS: 498 Flint Trail, Carol Stream, IL

Illinois Bell Telephone Company, LLC, an Illinois Limited Liability Company, hereby waives its rights to maintain suit for the removal of said encroachment but otherwise retains all of its rights in and to said easement including, but not limited to, the recovery of damages for injury to its plant whether buried or aerial or to its employees cause by you or your agents, employees, contractors, successors or assigns whether resulting from the erection, maintenance or use of said encroachment or otherwise.

Moreover, where said encroachment is located above buried cable or conduit or in close proximity to buried or aerial plant serviced, altered, replaced, modified or maintained by Illinois Bell Telephone Company, LLC, an Illinois Limited Liability Company, said Company's liability to you for damage to said encroachment resulting from such servicing, alteration, replacement, modification or maintenance is limited to restoring said encroachment to its prior existing state to the extent such can reasonably be done under the circumstances.

Call J.U.L.I.E. before any digging 1-800-892-0123 and please maintain a 48" separation from AT&T's cable.

Sincerely,

Jacalyn M. Frost

Jacalyn M. Frost
ROW Manager

RECEIVED



APR 30 2021

COMMUNITY DEVELOPMENT
DEPT

Commonwealth Edison Company
Real Estate & Facilities
3 Lincoln Center
Oakbrook Terrace, IL 60181

April 16, 2021

(VIA EMAIL)

Gabriel Sotelo
498 Flint Trail
Carol Stream, IL 60188

Re: SHED ENCROACHMENT

Dear Gabriel,

Pursuant to your request for an encroachment letter, this is to inform you that ComEd Company has no objection to the 8' x 10' shed where the northwest corner of the shed is 4' 10" east of the west property line, the southwest corner of the shed is 5' 9" east of the west property line and 5' 5" north of the south property line and the southeast corner of the shed is 6' 9" north of the south property line and encroaches 5' 2" on the north side and 4' 3" on the south side of the shed into a 10' easement for public utilities and drainage as depicted on the attached Plat of Survey of the property described as follows:

LOT 78 IN WESTERN TRAILS SUBDIVISION UNIT NO. ONE, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1976 AS DOCUMENT R76-34827 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 1, 1976, AS DOCUMENT R76-70720, IN DUPAGE COUNTY, ILLINOIS

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have the obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,

Russell Dillon

Russell Dillon
Real Estate Specialist
630-437-2463

ADDITIONAL TERMS AND CONDITIONS

1. The permission herein acknowledged is based upon information and assurances you have provided and facts and circumstances as they currently exist or are currently known to ComEd. ComEd reserves the right at any time hereafter to revoke the permission acknowledged herein and to require the immediate removal of the encroaching structure from the easement premises, at your sole cost and expense, in the event (a) that the information and assurances you have provided prove incorrect or unreliable in any respect, (b) there is change in any relevant facts and circumstances, including without limitation any change in ComEd's business needs or operations that may require the installation of additional overhead or underground facilities on the subject easement premises, or (c) ComEd is made aware of additional facts and circumstances of which it has no actual current knowledge. In the event the permission contained herein is so revoked, you shall promptly remove all encroaching structures at your sole cost and expense, provided ComEd reserves the right (but shall have no obligation) to remove the encroaching structure from the easement premises and dispose of the same without liability for any loss or damage to property incurred by you or any third parties as a result thereof. You shall be responsible for reimbursing ComEd for all costs such removal.
2. The permission herein acknowledged is subject to the condition that you shall be liable for all damage to property, including damage to ComEd's facilities, and any injury or death to persons resulting from or in any way related to the construction or continuing presence of the encroaching structure on the easement premises. By constructing or maintaining such encroaching structure, you agree to indemnify, defend and hold harmless ComEd from and against any and all claims, liabilities, losses, proceedings, damages, costs and expenses (including attorney's fees and costs) arising from or in any manner related to the construction or continuing presence of the encroaching structure on the easement premises. Such cost may include any relocation costs incurred by ComEd (including the cost of acquiring additional easements) should ComEd elect to relocate the facilities located on the easement premises due to the subject encroachment.
3. The permission herein acknowledged shall in no way modify, limit, terminate, release, abrogate, nullify or waive any of the rights and interests of ComEd, its successors and assigns, in and to the easement premises.
4. You shall have no right to construct additional structures or improvements upon the easement premises. Prior to any digging upon the easement premises, you shall be responsible for locating all electrical facilities by contacting J.U.L.I.E. at 1-800-892-0123.
5. The permission hereby acknowledged is subject to your obtaining all required approvals from applicable governmental authorities (or third parties having any interest in the easement premises) with respect to the encroaching structure.
6. The obligations set forth hereinabove and in the attached letter shall be binding upon you, your heirs, legal representatives, successors and assigns.
7. This letter should be retained with your valuable papers and copies should be furnished to the title company and your successors and/or assigns for future reference.
8. This letter may be recorded at any time by ComEd in its sole discretion.



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • JULIA SCHWARZE, CLERK • ROBERT MELLOR, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

June 9, 2021

Mr. Gabriel Sotelo
498 Flint Trail
Carol Stream, Illinois 60188

RECEIVED
JUN 24 2021
COMMUNITY DEVELOPMENT
DEPT

Re: Easement Encroachment for Residential Shed

Dear Mr. Sotelo:

The Village of Carol Stream has reviewed your request to allow a shed to remain partially within a 10-foot utility easement located along the rear of your property. Conditioned upon your agreement to the following terms, staff will recommend that the Village Board grant such permission to you (the "Owner"):

1. The grant of permission for an easement encroachment shall not constitute nor be deemed to constitute a waiver of any rights the Village otherwise possesses in the easement. Owner further agrees not to erect any further improvements, edging, poles, standards or any other improvements upon any portion of the Easement which is subject of this Agreement without the written consent of all parties with interests in the Easement. This grant of permission shall be solely and exclusively for the proposed shed improvement and does not expressly or implicitly grant, confer, convey or create any other right or interest in favor of the Owner of the Parcel. This grant of permission shall terminate upon the first to occur of the following events: (i) the removal by the Owner of the encroaching improvement; (ii) the destruction of the improvement encroaching on the Easement; (iii) the failure by the Owner to comply with Village Ordinances; (iv) the failure of the Owner to perform, honor and abide by the terms, conditions and covenants set forth in this Agreement, where such failure continues for more than seven (7) days beyond the date written notice thereof is given by the Village whereupon, in such event, the Village may remove the encroachment at the expense of the Owner, such expense constituting a lien upon the property; or (v) upon 60 days' notice from the Village.
2. Owner agrees to construct and maintain the improvement in a safe and defect-free condition. Further, Owner agrees that they shall not change the size, shape or structure of the improvement without the written approval of the Village.
3. Owner acknowledges that it may become necessary for the Village to remove the improvement in order to affect repairs or other maintenance and, therefore, agrees that the Village may remove the encroachment when the Village, in its sole discretion, determines such work is necessary in order to perform the repairs or maintenance. The Village will not be responsible for

any damage or destruction to the improvement which occurs during this process. Such work by the Village may be without prior notice to the Owner; however, Village shall endeavor to give at least seven (7) days' notice where possible. Owner also agrees to reimburse the Village for any costs incurred by the Village in removing the encroachment and also agrees that Owner shall be solely responsible for all costs and expenses of restoring the land or replacing the improvement following completion of any work by the Village.

4. Owner agrees that it shall indemnify and hold harmless the Village from and for any and all claims for damages to real and personal property and injuries to or death suffered by persons by reason of the installation, maintenance, repair, or operation of the improvement or any other encroachment in the Easement. Owner shall add the Village of Carol Stream to its property insurance policy as an additional insured covered thereunder, and this Agreement shall constitute a "contract" for the purpose of calling into force any contractual indemnity provision in any insurance policy.
5. As a further condition precedent and inducement to the Village to enter into this Agreement and grant permission, the Owner agrees to pay and/or reimburse Village for all fees, including but not limited to recording and title charges as well as surveying, grading, and any re-landscaping and re-inspection fees and Village's reasonable attorney's fees incurred as a result of the encroachment. Additionally, in the event of any breach by the Owner of any of its covenants, duties, or obligations set forth herein, the Owner shall be liable for all court costs and reasonable attorney's fees incurred or sustained by the Village in enforcing and/or terminating this Agreement.

Should these terms meet with your approval, please execute below. Should you have any questions, do not hesitate to contact me at 630.871.6234 or tfarace@carolstream.org.

Sincerely,



Tom Farace, AICP
Planning & Economic Development Manager

AGREED:



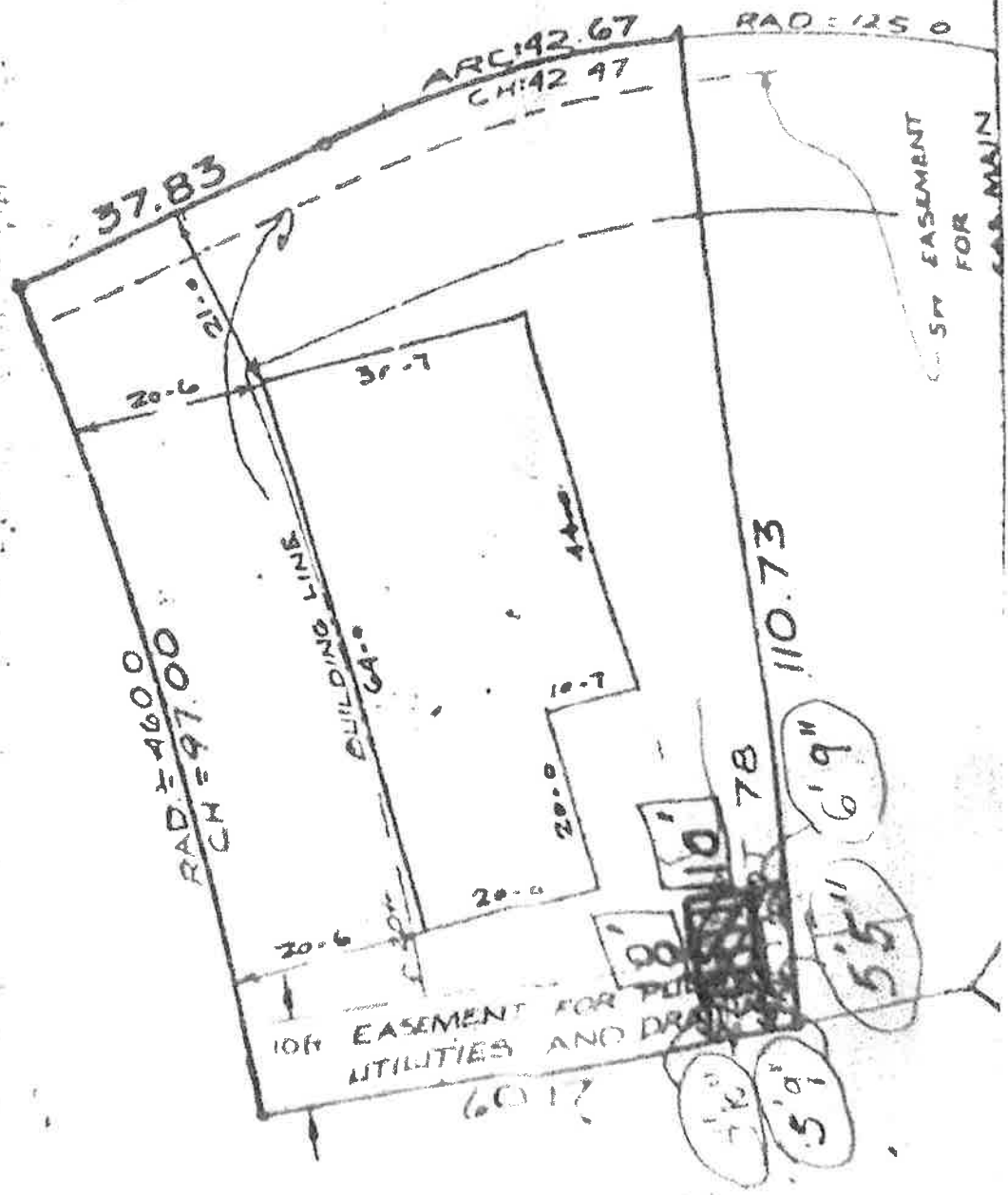
Gabriel Sotelo
498 Flint Trail

6-17-21
Date

LEGAL DESCRIPTION

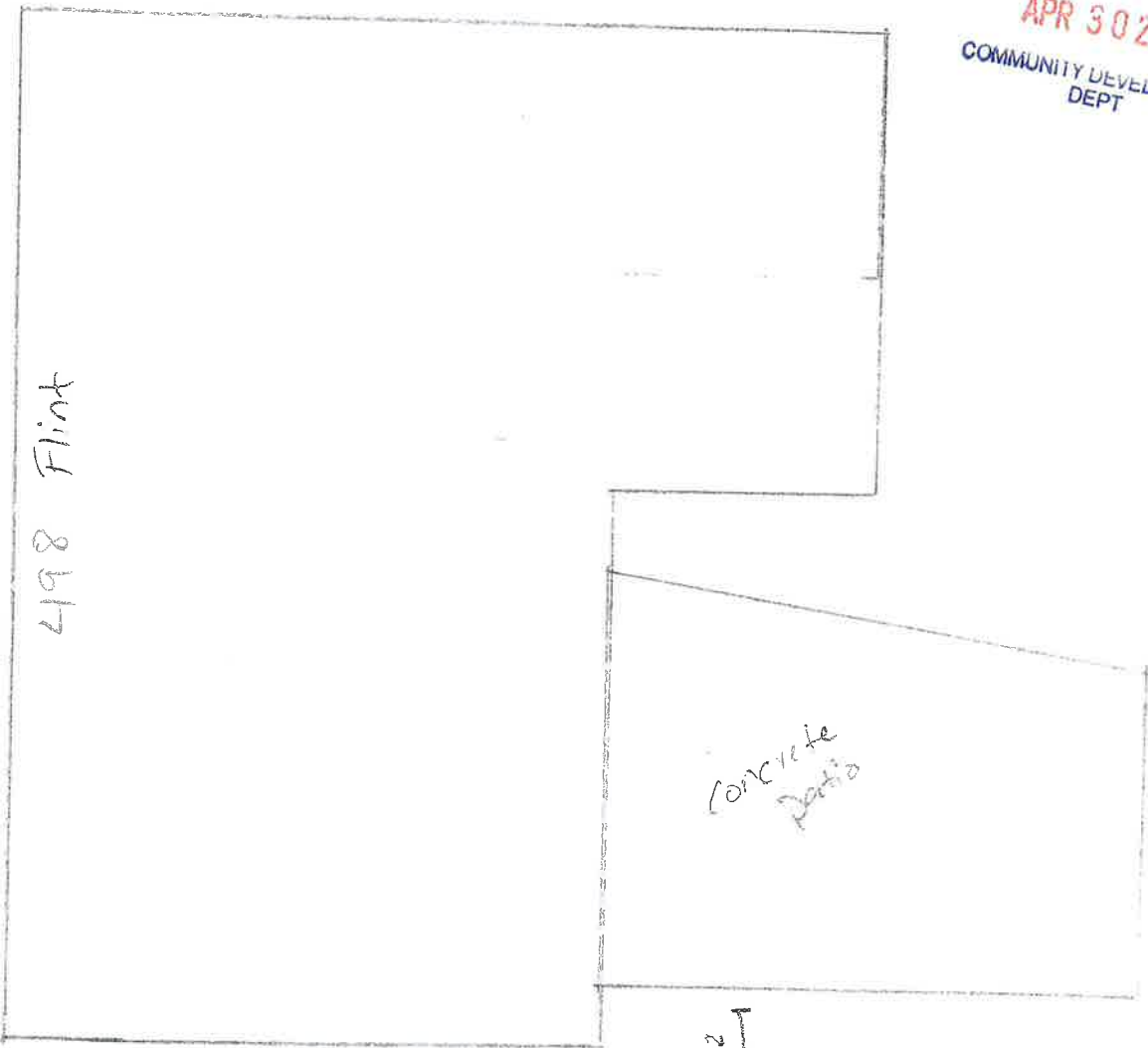
SANTA FE CT. ROW: 500

N¹ TRAIL
FLINT

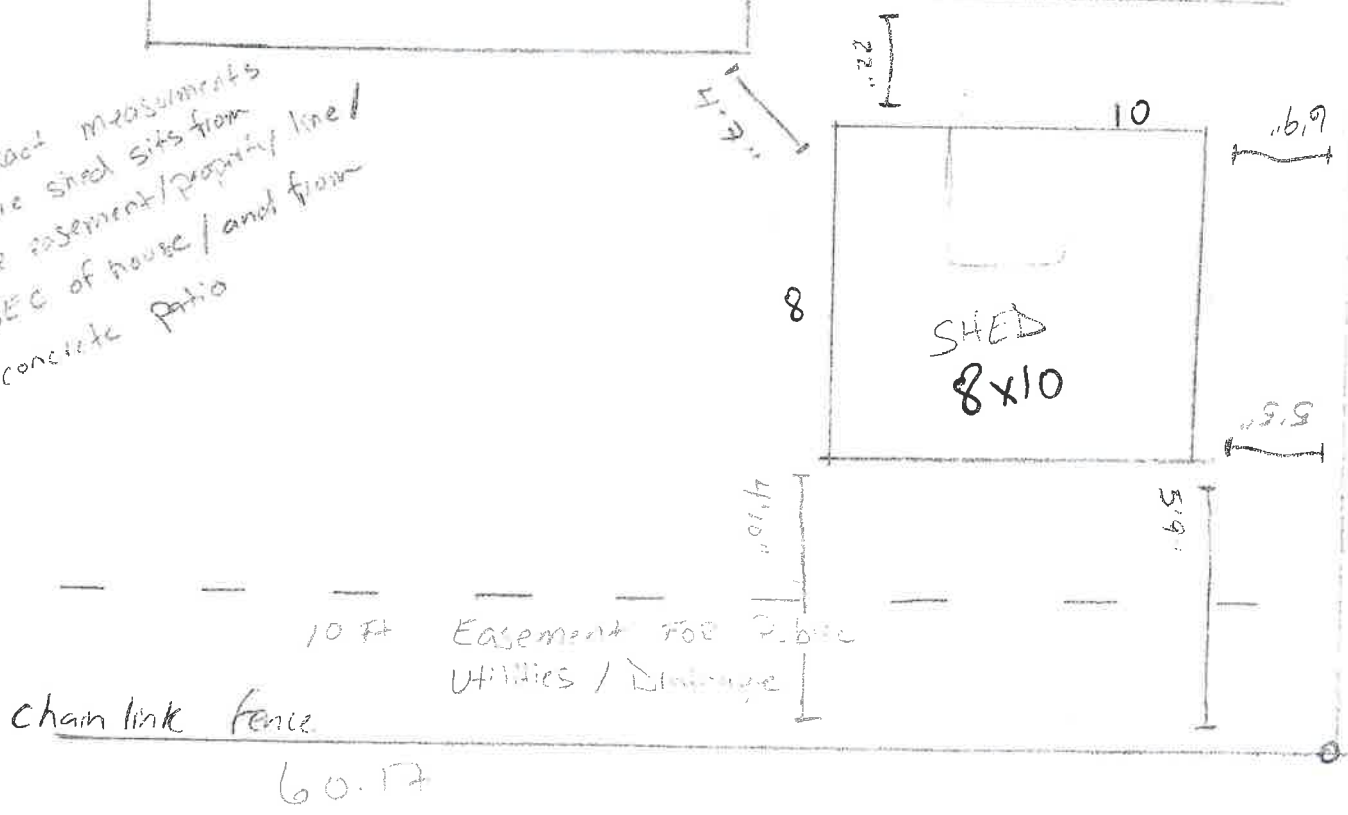


RECEIVED
APR 30 2021
COMMUNITY DEVELOPMENT
DEPT

3




Exact measurements
where shed sits from
the easement/property line/
SEC of house / and from
concrete patio



Village of Carol Stream

Interdepartmental Memo

To: Bob Mellor, Village Manager
From: Ann Delort – Secretary 
Date: August 30, 2021
Re: Waiver of Amplification Fee Request
Band of Parents, LLC.

The Band of Parents Bound by Hope Organization is hosting a “Tessa Strong Neuroblastoma Pediatric Cancer Walk” at the Ross Ferraro Town Center on Sunday, September 12, 2021 from 10:00 am – 4:00 pm. They are requesting a waiver of the amplification fee as indicated on their attached letter.

All applications and required paperwork has been received and are in the Administration office.

Please include this on the agenda for the Tuesday, September 7, 2021 Board meeting.

Thank you.

Enclosure



Band of Parents bound by hope

www.bandofparents.org

August 27, 2021

To Whom It May Concern:

This letter is a fee removal request on behalf of Denise Simone, who is organizing a fundraiser to benefit the Band of Parents.

Band of Parents is a grassroots, nonprofit organization that funds innovative research and clinical trials for neuroblastoma, helping increase the survival rate for this childhood cancer. Our mission is to fast track a cure through less toxic and targeted therapies. To date, the Band of Parents has committed nearly \$10 million to pediatric cancer research.

Band of Parents is a U.S. tax-exempt 501 (c) (3) organization. Consistent with IRS guidelines, Band of Parents affirms that goods or services of only insignificant value have been provided to you. Your contribution was received on 08/27/2021.

Thank you in advance for your support! Together, we are *bound by hope* that a cure is out there. We will continue this fight until not a single child is lost to this disease.

With hope,

Director of Development
Band of Parents

Priscilla Ma
Executive Director
priscilla@bandofparents.org

Band of Parents
2248 Broadway #1009
New York, NY 10024
646-846-4475

Kim Roginski
Development Director
kim@bandofparents.org

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Ann Delort, Secretary *AD*

DATE: August 30, 2021

RE: Raffle License Application
Band of Parents, Inc.

The Band of Parents Bound by Hope Organization is hosting a “Tessa Strong Neuroblastoma Pediatric Cancer Walk” at the Ross Ferraro Town Center on Sunday, September 12, 2021, which will include a raffle. Ticket prices will be \$1.00 each or 25 tickets for \$20.00. The proceeds from the raffle will benefit other families suffering from pediatric neuroblastoma cancer and awareness of this organization.

They are requesting a waiver of all fees as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their Tuesday, September 7, 2021 Board meeting.

Thank you.

Attachment



Band of Parents bound by hope

www.bandofparents.org

August 27, 2021

To Whom It May Concern:

This letter is a fee removal request on behalf of Denise Simone, who is organizing a fundraiser to benefit the Band of Parents.

Band of Parents is a grassroots, nonprofit organization that funds innovative research and clinical trials for neuroblastoma, helping increase the survival rate for this childhood cancer. Our mission is to fast track a cure through less toxic and targeted therapies. To date, the Band of Parents has committed nearly \$10 million to pediatric cancer research.

Band of Parents is a U.S. tax-exempt 501 (c) (3) organization. Consistent with IRS guidelines, Band of Parents affirms that goods or services of only insignificant value have been provided to you. Your contribution was received on 08/27/2021.

Thank you in advance for your support! Together, we are *bound by hope* that a cure is out there. We will continue this fight until not a single child is lost to this disease.

With hope,

Director of Development
Band of Parents

Priscilla Ma
Executive Director
priscilla@bandofparents.org

Band of Parents
2248 Broadway #1009
New York, NY 10024
646-846-4475

Kim Roginski
Development Director
kim@bandofparents.org

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Sandy Belongia, Secretary
DATE: September 2, 2021
RE: Raffle License Application
Windsor Park-Benevolent Care Gala

Windsor Park is sponsoring their Annual Benevolent Care Gala to benefit the Windsor Park Benevolent Care Fund. The benefit will be held at the Windsor Park Campus on Sunday, October 03, 2021.

Raffle tickets will be sold on September 20 through October 3, 2021 and the cost will be either \$10.00 or \$20.00.

They have requested a waiver of both the License Fee and Manager's Fidelity Bond as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their Tuesday, September 7, 2021 Board meeting.

Thank you.

Attachment

covenant  living
at WINDSOR PARK

September 1, 2021

Denise Kalke
Office Manager - Administration
Village of Carol Stream
505 N. Gary Avenue
Carol Stream, IL 60188

Dear Ms. Kalke,

I am the raffle manager again for the upcoming Windsor Park Annual Benevolent Care Gala to be held on our Carol Stream campus on Sunday October 3, 2021.

I am writing to request a waiver of the fees associated with our raffle application for the Gala.

The raffle is a feature of the Gala, which is our major annual charitable event in support of our Benevolent Care Fund. This fund assists residents who have outlived their financial resources – despite careful planning – so they don't need to move out of the community they have come to know and love. This enables Windsor Park to provide peace of mind for our residents and their loved ones as they progress through the years.

Every dollar given, and every dollar saved, helps make the Gala a success. So, we hope the Village will be able to waive the fee for our raffle.

Please share this request with the Village Trustees.

Many thanks to the Village staff and Trustees,



Kathy Cornell
Director of Philanthropy
Covenant Living at Windsor Park
124 Windsor Park Drive, Carol Stream, IL 60188
Desk: 630-510-5572
Email: kcornell@covenantretirement.org
Website: www.covenantretirement.org

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on SEPTEMBER 07, 2021**

AGENDA ITEM
L-1 9/7/21

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	4.01	01600000-53314	OFFICE SUPPLIES	545426	
	<u>4.01</u>				
AEP ENERGY					
100 DELLA CT 07/08-08/06/21	8.58	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 08/09/21	
1025 LIES RD 07/16-08/16/21	29.54	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 08/17/21	
1345 GEORGETOWN 07/20-08/18/21	16.93	01670300-53213	STREET LIGHT ELECTRICITY	3013130390 08/23/21	
192 YUMA LN 07/19-08/17/21	21.21	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 08/18/21	
300 BENNETT 07/21-08/19/21	639.45	01670300-53213	STREET LIGHT ELECTRICITY	3013130367 08/23/21	
401 TOMAHAWK 07/19-08/17/21	28.92	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 08/18/21	
403 SIOUX 07/19-08/17/21	17.66	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 08/18/21	
491 CHEYENNE 07/19-08/17/21	17.44	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 08/18/21	
512 CANYON TRL 07/19-08/17/21	15.75	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 08/18/21	
594 NEZ PERCE CT 07/19-08/17/21	15.10	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 08/18/21	
633 THUNDERBIRD 07/19-08/17/21	55.27	01670300-53213	STREET LIGHT ELECTRICITY	3013130457 08/18/21	
796 PAWNEE 07/19-08/17/21	45.87	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 08/18/21	
	<u>911.72</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 07/01-07/31/21	3,459.76	01652800-52257	GIS SYSTEM	0000002 PO-1937	
GIS CONTRACTOR 08/01-08/31/21	3,049.28	01652800-52257	GIS SYSTEM	0000003 PO-1937	
	<u>6,509.04</u>				
APPLIED COMMUNICATIONS GROUP (ACG)					
CAMERA REPLACEMENT	420.00	01652800-52253	CONSULTANT	W04929	
DOOR READER FAILURE	315.00	01652800-52253	CONSULTANT	W04913	
	<u>735.00</u>				

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ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	85.59	01590000-53317	OPERATING SUPPLIES	ORD4-006943	
FIRST AID SUPPLIES	97.30	01590000-53317	OPERATING SUPPLIES	ORD4-007338	
FIRST AID SUPPLIES	130.10	01590000-53317	OPERATING SUPPLIES	ORD4-007530	
FIRST AID SUPPLIES	141.11	01590000-53317	OPERATING SUPPLIES	ORD4-007125	
FIRST AID SUPPLIES	170.15	01590000-53317	OPERATING SUPPLIES	ORD4-007716	
	624.25				
AVALON PETROLEUM COMPANY					
DIESEL FUEL	192.06	04101500-53312	PWC DIESEL FUEL	023410	
DIESEL FUEL	453.96	04201600-53312	PWC DIESEL FUEL	023410	
DIESEL FUEL	541.26	01670400-53312	PWC DIESEL FUEL	023410	
DIESEL FUEL	558.72	01670200-53312	PWC DIESEL FUEL	023410	
	1,746.00				
B & F CONSTRUCTION CODE SERVICES, INC					
PLUMBING INSPECTION-JUL 2021	849.60	01643700-52253	CONSULTANT	14741	
SPRINKLER PLAN REV-865 E GENEVA RD., 21-240	175.00	01643700-52253	CONSULTANT	57052	
	1,024.60				
BAXTER & WOODMAN INC					
WRC CONSTRUCTION-DEWATERING	12,654.76	04101100-54480	CONSTRUCTION	0226128 PO-3906	
	12,654.76				
BLOOMING COLOR OF ST CHARLES					
FY21-AUDIT COVERS	84.62	01610100-53315	PRINTED MATERIALS	273975	
	84.62				
BLOOMINGDALE TOWNSHIP					
MOSQUITO ABATEMENT-JUL 2021	8,833.00	01670100-52269	MOSQUITO ABATEMENT	7302 PO-3879	
MOSQUITO ABATEMENT-JUN 2021	8,833.00	01670100-52269	MOSQUITO ABATEMENT	7202 PO-3879	
	17,666.00				

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BRIAN CLUEVER					
MTSA 8800-CLUEVER REIMB. 05/12-08/04/21	3,879.00	01660100-52223	TRAINING	MTSA 8800-CLUEVER	
	<u>3,879.00</u>				
BROTHERS ASPHALT PAVING INC					
FLEX PAVEMENT PROJECT PAY #3	-56,706.58	06-21451	RETAINAGE - BROTHERS ASPHALT	34932 PO-462648	
FLEX PAVEMENT PROJECT PAY #3	566,985.82	06320000-54470	STREET RESURFACING	34932 PO-462648	
	<u>510,279.24</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS-JUL 2021	1,600.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS JUL 2021	
	<u>1,600.00</u>				
C S PUBLIC LIBRARY					
PPRT JUL 2021	9,870.03	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT	JUL 2021	
	<u>9,870.03</u>				
CAROL CADLE					
CPTED-C CADLE 10/03-10/06/21, PER DIEM	193.00	01660100-52223	TRAINING	CPTED 2021-CADLE	
	<u>193.00</u>				
CAROL STREAM PARK DISTRICT					
PARK PASSES-JUN 2021	85.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES JUN 2021	
	<u>85.00</u>				
CDW GOVERNMENT LLC, CDW GOVERMENT,CDWG					
RECEIPT PRINTER INK CARTRIDGE	87.06	01610100-53317	OPERATING SUPPLIES	J150692 PO-4601829	
	<u>87.06</u>				
CHRISTOPHER B BURKE ENGR LTD					
SALT DOME 06/27-07/31/21	7,184.71	11740000-55487	FACILITY CAPITAL IMPROVEMENT	168417 PO-3891	
WATER TANK-PAINTING, REPAIRS 06/27-07/31/21	7,592.44	04201600-52253	CONSULTANT	168416 PO-3867	
	<u>14,777.15</u>				

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CITY ELECTRIC SUPPLY					
TC-LED PROJECT	1,525.20	11740000-55487	FACILITY CAPITAL IMPROVEMENT	GUR/111424	
	<u>1,525.20</u>				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO BRIQUETS	759.00	01670600-53317	OPERATING SUPPLIES	5095403	
	<u>759.00</u>				
COMED					
465 CENTER AVE 07/19-08/17/21	79.29	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 08/17/21	
KUHN RD, RTE64 07/19-08/17/21	33.21	01662300-52298	ATLE SERVICE FEE	4202129060 08/17/21	
MASTER ACCT-5025 07/16-08/16/21	412.46	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 08/19/21	
	<u>524.96</u>				
CONRAD POLYGRAPH, INC					
POLYGRAPH-PD CANDIDATES	800.00	01510000-52228	PERSONNEL HIRING	4536	
	<u>800.00</u>				
CONSTANTINO HECKERMANN					
CPTED-HECKERMANN 10/03-10/06/21 PER DIEM	193.00	01660100-52223	TRAINING	CPTED 2021-HECKERMAN	
	<u>193.00</u>				

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CONSTELLATION NEW ENERGY					
1015 LIES RD 07/16-08/16/21	69.50	04201600-53210	ELECTRICITY	7280332-21 08/17/21	
106 GOLDENHILL 07/22-08/20/21, 60383810101	24.14	01670600-53210	ELECTRICITY	7280332-24 08/23/21	
1128 EVERGREEN TRL 07/20-08/18/21, 6036162	49.43	04101500-53210	ELECTRICITY	7280332-25 08/19/21	
124 GERZEVSKE 07/16-08/16/21, 60336322601	3,431.38	04201600-53210	ELECTRICITY	7280332-17 08/17/21	
1348 CHARGER CT 07/16-08/16/21, 6033630820	286.26	04101500-53210	ELECTRICITY	7280332-20 08/17/21	
1350 TALL OAKS 07/19-08/17/21, 60348300201	36.27	04101500-53210	ELECTRICITY	7280332-29 08/18/21	
1415 MAPLE RIDGE 07/20-08/18/21, 603615514	154.52	01670600-53210	ELECTRICITY	7280332-28 08/19/21	
1N END THORNHILL 07/16-08/16/21, 603361580	80.76	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 08/17/21	
200 TUBEWAY 07/08-08/06/21, 60265293601	348.54	04101500-53210	ELECTRICITY	7280332-18 08/09/21	
300 KUHN RD 07/19-08/19/21, 60370319401	1,497.74	04201600-53210	ELECTRICITY	7280332-19 08/20/21	
301 ANTELOPE 07/19-08/17/21, 60348272101	49.52	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 08/18/21	
333 FULLERTON 07/16-08/16/21, 60348223601	341.88	04201600-53210	ELECTRICITY	7280332-27 08/18/21	
391 FLINT 07/19-08/17/21	40.91	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 08/18/21	
391 ILLINI DR 07/19-08/17/21, 60348339701	111.32	01670600-53210	ELECTRICITY	7280332-26 08/18/21	
451 SILVERLEAF 07/19-08/17/21, 60348188001	31.92	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 08/18/21	
500 GARY AVE 07/19-08/17/21, 60348356201	92.27	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 08/18/21	
506 CHEROKEE 07/19-08/17/21, 60348314201	35.10	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 08/18/21	
850 LONGMEADOW 07/19-08/17/21, 603482970	96.01	01670600-53210	ELECTRICITY	7280332-23 08/18/21	
879 DORCHESTER 07/19-08/17/21	19.38	01670600-53210	ELECTRICITY	7280332-22 08/18/21	
880 PAPOOSE CT 07/19-08/17/21, 60348272301	81.08	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13	
990 DEARBORN 07/19-08/17/21, 60348323601	45.08	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 08/18/21	
	6,923.01				
CORE & MAIN LP					
6" MISSION COUPLINGS, PIPE LUBE	86.52	04101500-53317	OPERATING SUPPLIES	P470826	
BELL REPAIR CLAMP	1,527.00	04201600-53317	OPERATING SUPPLIES	P428253	
HYDRANT MUELLER SEAT RINGS	355.30	04201600-53317	OPERATING SUPPLIES	P456045	
LARGE METER	1,456.00	04201400-53333	NEW METERS	P247091 PO-3898	
	3,424.82				

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COVERALL NORTH AMERICA INC					
PWC JANITORIAL-AUG 2021	1,422.00	01670100-52276	JANITORIAL SERVICES	1010682101 PO-3889	
	<u>1,422.00</u>				
DELL MARKETING LP					
WARRANTY EXTENSION 06/01/2022	4,014.51	01652800-54412	OTHER EQUIPMENT	10495570838 PO-1938	
	<u>4,014.51</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL SVC-JUL 2021	225.00	01662700-52249	ANIMAL CONTROL	12205	
	<u>225.00</u>				
DUPAGE COUNTY RECORDER					
RECORDING R2021-127632 THRU R2021-127637	480.00	01520000-52233	RECORDING FEES	40338482	
RECORDING R2021-127735	57.00	01520000-52233	RECORDING FEES	40338521	
	<u>537.00</u>				
EDUARDO FRANCISCO SANCHEZ					
CSPC2101188 06/12/21	475.00	01000000-45321	TOWING FEE	CSPC2101188	
	<u>475.00</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CR-STREAM BANK STABILIZATION 07/30/2:	8,437.55	11740000-55488	STORMWATER UTILITIES	160914A0.05 462-643	
PHASE III CLEARWATER CT-JUL 2021	355.60	11740000-55488	STORMWATER UTILITIES	191026CE.04 PO-632	
	<u>8,793.15</u>				
ERYOPS BODYCRAFT INC					
REHAB #32	522.99	10670000-54415	VEHICLES	6024	
TRUCK 47-BODY DAMAGE REPAIR	1,824.04	01670700-52212	AUTO MAINTENANCE & REPAIR	169097	
	<u>2,347.03</u>				
EXAMINER PUBLICATIONS INC					
PUBLIC NOTICE 08/11/21	34.50	01510000-52228	PERSONNEL HIRING	55846	
	<u>34.50</u>				

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FGM ARCHITECTS					
EOC DESIGN SVC 07/03-07/30/21	1,312.50	01560000-55487	FACILITY CAPITAL IMPROVEMENT	21-3073.02-4	
	1,312.50				
FLOOD BROTHERS DISPOSAL					
YW 18294501-18295000	1,115.00	01-14120	YARD WASTE STICKERS	5682774	
	1,115.00				
GEOSYNTEC CONSULTANTS					
STORMWATER STUDY-JUL 2021	5,067.94	11740000-55488	STORMWATER UTILITIES	186443747 PO-462641	
	5,067.94				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 08/01, 08/08/21	1,234.80	04103100-52253	CONSULTANT	3787960	
ACCOUNTS CLERK-A RETSKE 08/01, 08/08/21	1,234.80	04203100-52253	CONSULTANT	3787960	
ACCOUNTS CLERK-A RETSKE 08/15, 08/22/21	1,234.80	04103100-52253	CONSULTANT	3797045	
ACCOUNTS CLERK-A RETSKE 08/15, 08/22/21	1,234.80	04203100-52253	CONSULTANT	3797045	
AMR CLERK-M SOLOMACHA 08/01, 08/08/21	2,156.00	04201400-52253	CONSULTANT	3787961 PO-3909	
AMR CLERK-M SOLOMACHA 08/15, 08/22/21	2,156.00	04201400-52253	CONSULTANT	3797046 PO-3909	
LIBRARY TECH-N BOYD 08/01, 08/08/21	3,699.20	01652800-52253	CONSULTANT	3787959 PO-1925	
LIBRARY TECH-N BOYD 08/15, 08/22/21	3,699.20	01652800-52253	CONSULTANT	3797044 PO-1925	
OFFICE MANAGER-D KALKE 08/01, 0/08/21	3,266.40	01590000-52253	CONSULTANT	3787958	
OFFICE MANGER-D KALKE 08/15, 08/22/21	3,266.80	01590000-52253	CONSULTANT	3797043	
PROPERTY INSPECTOR-E HERZOG 08/15, 08/22/21	918.75	01643700-52253	CONSULTANT	3797047	
PROPERTY INSPECTOR-E HERZOG, 08/01, 08/08/21	1,102.50	01643700-52253	CONSULTANT	3787962	
	25,204.05				
ILLINOIS PHLEBOTOMY SERVICES LLC					
CSPC2101556	425.00	01662700-53317	OPERATING SUPPLIES	1391	
	425.00				

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ILLINOIS STATE POLICE					
LIVESCAN FEES-JUL 2021	84.75	01660100-53317	OPERATING SUPPLIES	IL022040L JUL-2021	
	<u>84.75</u>				
ILLINOIS STATE POLICE/DIRECTOR					
COURT ORDERED PAYMENT	1,181.39	01-24238	IL STATE POLICE ASSET FORFEIT	CS19018632/19MR627	
	<u>1,181.39</u>				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
SEP 2021 INSURANCE	830.08	01670500-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,106.80	01670300-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,291.29	04100100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,383.46	01670200-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,383.46	01670700-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,844.61	04101500-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,844.61	04201400-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	1,936.88	01670600-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	2,157.50	01680000-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	2,372.58	01662500-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	2,552.93	01640100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	2,847.76	04103100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	2,847.76	04203100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	3,052.26	01652800-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	3,174.92	01590000-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	5,105.86	01643700-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	5,810.59	01670400-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	6,456.18	04200100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	6,871.42	01610100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	6,917.33	01696200-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	7,009.60	04201600-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	8,205.72	01620100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	8,300.84	01670100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	8,967.74	01662600-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	9,223.14	01662300-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	10,787.50	01662400-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	16,119.92	01664700-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	32,835.05	01660100-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	42,698.75	01600000-51111	GROUP INSURANCE	09012021	
SEP 2021 INSURANCE	58,580.97	01662700-51111	GROUP INSURANCE	09012021	

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	<u>264,517.51</u>				
JET BRITE CAR WASH INC					
CAR WASH 07/01-07/31/21	3.00	01643700-53317	OPERATING SUPPLIES	4330	
CAR WASH 07/01-07/31/21	165.00	01662700-52244	MAINTENANCE & REPAIR	4329	
	<u>168.00</u>				
JETCO LTD					
TOWER 4-PAINT, REPAIR	-18,480.90	04-21241	RETAINAGE JETCO	3313 PO-3877	
TOWER 4-PAINT, REPAIR	184,809.00	04201600-52244	MAINTENANCE & REPAIR	3313 PO-3877	
	<u>166,328.10</u>				
JOHN BUCHOLZ					
NAFTO-BUCHOLZ 09/19-09/21/21, PER DIEM	117.00	01660100-52223	TRAINING	NAFTO 2021-BUCHOLZ	
	<u>117.00</u>				
JOHN JUNGERS					
SUPPLIES	162.74	01662700-53317	OPERATING SUPPLIES	907171	
	<u>162.74</u>				
JOHN L FIOTI					
ADJUDICATION-AUG 2021	525.00	01570000-52238	LEGAL FEES	CS 08-21	
	<u>525.00</u>				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
TOP SOIL 08/13/21	124.50	01670400-53317	OPERATING SUPPLIES	48337	
TOP SOIL 08/16/21	189.50	01670400-53317	OPERATING SUPPLIES	48425	
	<u>314.00</u>				
LAUTERBACH & AMEN, LLP					
ACTUARIAL VALUATION 05/01/21	2,990.00	01610100-52254	ACTUARIAL	57985	
	<u>2,990.00</u>				

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LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-AUG 2021	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2021-08	
PROSECUTION-AUG 2021	8,207.00	01570000-52312	PROSECUTION DUI	2021-08	
	<u>10,907.00</u>				
LRS HOLDINGS LLC					
CATCH BASIN HAULING	842.50	01670500-52265	HAULING	0004758876	
PORTA JOHN-960 GARY AVE 07/21/21	600.00	01750000-52288	CONCERT SERIES	PS388003	
	<u>1,442.50</u>				
MARCOTT ENTERPRISES, INC.					
STONE-BACKFILL	1,035.01	04201600-53317	OPERATING SUPPLIES	18806	
	<u>1,035.01</u>				
MARK E RADABAUGH					
TAPING, EDITING 08/16/21	100.00	01590000-52253	CONSULTANT	21-0184	
	<u>100.00</u>				
MAURO SEWER CONSTRUCTION					
WATERMAIN REPLACEMENT-JUL 2021 PAY #4	-37,911.91	04-21231	RETAINAGE - MAURO SEWER CON	2029-04 PO-462635	
WATERMAIN REPLACEMENT-JUL 2021 PAY #4	379,119.15	04201600-54480	CONSTRUCTION	2029-04 PO-462635	
	<u>341,207.24</u>				
MELROSE PYROTECHNICS					
FIREWORKS DISPLAY 08/12/21	20,000.00	01750000-52291	MISC EVENTS/ACTIVITIES	24457	
	<u>20,000.00</u>				
METROPOLITAN INDUSTRIES INC					
CHARGER CT-2ND PUMP REPAIR	7,584.00	04101500-52244	MAINTENANCE & REPAIR	INV029965 PO-3911	
SPARE FLOATS-LIFT STATIONS	238.00	04101500-52244	MAINTENANCE & REPAIR	INV030967	
	<u>7,822.00</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>
MIDWEST METER INC					
FCS-LAPTOP CABLES	84.25	04103100-52221	UTILITY BILL PROCESSING	0132834-IN	
FCS-LAPTOP CABLES	84.25	04203100-52221	UTILITY BILL PROCESSING	0132834-IN	
REGISTERS-AMR PROGRAM	21,050.00	04201400-53333	NEW METERS	0133697-IN PO-3912	
REGISTERS-AMR PROGRAM	42,600.00	04201400-53333	NEW METERS	0133866-IN PO-3912	
REGISTERS-AMR PROGRAM	52,725.00	04201400-53333	NEW METERS	0133732-IN PO-3912	
	116,543.50				
MNJ TECHNOLOGIES DIRECT					
DELL RACK SERVER	1,131.03	01652800-52255	SOFTWARE MAINTENANCE	0003799930 PO-1936	
SECURITY RENEWAL 08/08/21-08/08/22	4,672.50	01652800-52255	SOFTWARE MAINTENANCE	0003796112 PO-1939	
VEEM MAINTENANCE	2,723.58	01652800-52255	SOFTWARE MAINTENANCE	0003799823 PO-1940	
	8,527.11				
MUNICIPAL GIS PARTNERS INC					
MGP GIS-AUG 2021	12,158.42	01652800-52257	GIS SYSTEM	5521	
	12,158.42				
NICOR					
124 GERZEVSKE 07/20-08/18/21	41.07	04201600-53230	NATURAL GAS	13811210007 08/18/21	
1348 CHARGER CT 07/21-08/19/21	134.92	04101500-53230	NATURAL GAS	86606011178 08/19/21	
200 TUBEWAY DR 07/19-08/17/21	53.55	04101500-53230	NATURAL GAS	14309470202 08/17/21	
	229.54				
OPERATION SUPPORT OUR TROOPS					
2021 CONCERT SERIES-OPERATION SUPPORT OU	1,819.00	01-24227	SUPPORT OUR TROOPS RAFFLE	2021 CONTRIBUTION	
	1,819.00				
PABLO CASTRO					
CLOTH ALLOW-CASTRO, BANANA 07/27/21	106.16	01660100-53324	UNIFORMS	BANANA 07/27/21	
CLOTH ALLOW-CASTRO, COLE HAAN 07/30/21	229.99	01660100-53324	UNIFORMS	COLE HAAN 07/30/21	
CLOTH ALLOW-CASTRO, NIKE 07/30/21	69.99	01660100-53324	UNIFORMS	NIKE 07/30/21	
	406.14				

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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>
PETTY CASH					
PETTY CASH 09/07/21	925.44	01-10307	PETTY CASH	PETTY CASH 09/07/21	
	<u>925.44</u>				
PRIME LANDSCAPING GROUP, LLC					
MOWING-AUG 2021	6,419.50	01670400-52272	PROPERTY MAINTENANCE	1516 PO-3873	
PLANTING BEDS-AUG 2021	3,114.54	01670400-52272	PROPERTY MAINTENANCE	1513 PO-3865	
	<u>9,534.04</u>				
PROMOS 911 INC					
CAR SHOW	250.08	01664700-53325	COMMUNITY RELATIONS	9667	
NEIGHBORHOOD ROLL-CALL, OTHER EVENTS	1,059.45	01664700-53325	COMMUNITY RELATIONS	9623	
	<u>1,309.53</u>				
RAGNASOFT INC					
SCHEDULING SOFTWARE	3,345.00	01660100-52255	SOFTWARE MAINTENANCE	RSI-0005899 PO-3088	
	<u>3,345.00</u>				
RECYCLING CENTER					
ELECTRONIC RECYCLING	236.00	01652800-53314	OFFICE SUPPLIES	3073	
	<u>236.00</u>				
REFUNDS MISC					
21-1787-DRVW, #2456687, 575 INCA BLVD-REFU	48.00	01000000-42307	BUILDING PERMITS	575 INCA BLVD-2021	
21-2351-SIGN, #000077-0051, 610 NORTH AVE-F	130.00	01000000-42307	BUILDING PERMITS	610 NORTH AVE-2021	
21-23600-TRES, #2501219, 450 TOWER BLVD-REI	90.00	01000000-42307	BUILDING PERMITS	450 TOWER BLVD-2021	
21-2408-TRES, #000129-0003, 361 RANDY RD-RE	100.00	01000000-42307	BUILDING PERMITS	361 RANDY RD-2021	
	<u>368.00</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>
REFUNDS PRESERVATION BONDS					
20-1354-STOO, #2366893, 575 INCA BLVD-REFU	500.00	01-24302	ESCROW - GRADING	575 INCA BLVD-2021.1	
21-1556-DRVW, #2439335, 1303 BIG HORN TRL	300.00	01-24302	ESCROW - GRADING	1303 BIG HORN-2021	
21-1889-DRVW, #2461305, 1409 VIOLET ST-REFL	300.00	01-24302	ESCROW - GRADING	1409 VIOLET ST-2021	
21-1908-DRVW, #2465306, 530 YARDLEY DR-REF	300.00	01-24302	ESCROW - GRADING	530 YARDLEY DR-2021	
21-2113-STOO, #2479293, 802 SANTA FE CT-REFI	200.00	01-24302	ESCROW - GRADING	802 SANTA FE CT-2021	
21-2173-DRVW, #000029-0007, 690 PAXTON PL-	300.00	01-24302	ESCROW - GRADING	690 PAXTON PL-2021	
21-2281-PFOS, #000050-0005, 1285 YORKSHIRE-	200.00	01-24302	ESCROW - GRADING	1285 YORKSHIRE-2021	
21-2320-DRVW, #000064-0020, 554 IROQUOIS-R	300.00	01-24302	ESCROW - GRADING	554 IROQUOIS TR-2021	
21-2348-DRVW, #2497249, 1060 WOODLAKE-RE	300.00	01-24302	ESCROW - GRADING	1060 WOODLAKE-2021	
21-2382-PATI, #000106-0025, 601 TETON CIR-REI	200.00	01-24302	ESCROW - GRADING	601 TETON CIR-2021	
21-2384-DRVW, #000111-0004, 785 BURNING TIF	300.00	01-24302	ESCROW - GRADING	785 BURNING TRL-2021	
21-2391-DRVW, #000019-0005, 438 HUNTER DR	300.00	01-24302	ESCROW - GRADING	438 HUNTER DR-2021	
21-2453-DRVW, #000152-0072, 593 IROQUOIS T	300.00	01-24302	ESCROW - GRADING	593 IROQUOIS-2021	
	3,800.00				
REFUNDS W&S FINALS					
	1,767.74	04-12110	ACCOUNT RECEIV WATER & SEWER	95013	
	1,767.74				
ROUTE 64 LLC					
ANNEX AGREEMENT-2N441 COUNTY FARM RD, I	25,000.00	01640100-52246	ECONOMIC DEVELOPMENT	2N441 PO-461651	
	25,000.00				

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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>
RUSH TRUCK CENTERS					
AG COMPRESSOR	370.99	01696200-53354	PARTS PURCHASED	3024309468	
AG CREDIT	-135.00	01696200-53354	PARTS PURCHASED	3024464347	
AG ELBOW	13.60	01696200-53354	PARTS PURCHASED	3024530656	
AG FILTER	61.09	01696200-53354	PARTS PURCHASED	3024541257	
AG IPR KIT	448.67	01696200-53354	PARTS PURCHASED	3024484283	
AG MODULATOR	504.42	01696200-53354	PARTS PURCHASED	3024526528	
AG STRAP KIT	16.92	01696200-53354	PARTS PURCHASED	3024482474	
AG SUSPENSION	1,082.13	01696200-53354	PARTS PURCHASED	3024031118	
AG U-JOINT	70.38	01696200-53354	PARTS PURCHASED	3024489460	
	<u>2,433.20</u>				
SAE CUSTOMS INC					
UPFIT EQUIP-#612, FORD EXPLORER	11,753.80	01662700-53350	SMALL EQUIPMENT EXPENSE	3019 PO-4663095	
UPFIT EQUIP-#614, DODGE CHARGER	9,544.59	01662700-53350	SMALL EQUIPMENT EXPENSE	3106 PO-4663094	
UPFIT EQUIP-#615, DODGE RAM	10,658.29	01662700-53350	SMALL EQUIPMENT EXPENSE	3161 PO-4663096	
UPFIT EQUIP-#616, DODGE CHARGER	10,392.98	01662700-53350	SMALL EQUIPMENT EXPENSE	3107 PO-4663097	
UPFIT EQUIP-#617, DODGE DURANGO	12,984.09	01662700-53350	SMALL EQUIPMENT EXPENSE	3109 PO-4663093	
UPFIT EQUIP-RAM TRUCK	10,245.24	01662700-53350	SMALL EQUIPMENT EXPENSE	3160 PO-4663092	
	<u>65,578.99</u>				
STEINBRECHER LAND SURVEYORS INC					
REVISIONS, MYLAR-2N441 COUNTY FARM RD	25.00	01640100-52253	CONSULTANT	14662	
	<u>25.00</u>				
STEPHEN A LASER ASSOCIATES P C					
POLICE ASSESSMENT-JUL 2021	1,800.00	01510000-52228	PERSONNEL HIRING	2007294	
	<u>1,800.00</u>				

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TELCOM INNOVATIONS GROUP LLC					
TELCOM-PD MAINTENANCE 08/02-08/03/21	140.00	01652800-52253	CONSULTANT	A57283	
TELCOM-VM MAINTENANCE 08/19/21	70.00	01652800-52253	CONSULTANT	A57349	
VM TO EMAIL FAILURE	210.00	01652800-52253	CONSULTANT	A57327	
	<u>420.00</u>				
THE BOARD OF TRUSTEES OF THE UNIV OF ILL					
LAB TESTING	80.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-089	
LAB TESTING	80.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-124	
LAB TESTING	80.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-129	
LAB TESTING	80.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-138	
LAB TESTING	80.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-150	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-022	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-091	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-092	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0919 2020-414	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0919 2020-415	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0919 2021-041	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0919 2021-048	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0919 2021-060	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0919 2021-074	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-025	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-086	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-102	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0949 2021-104	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-152	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-153	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-154	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-155	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0956 2021-156	
	<u>3,415.00</u>				

**Village of Carol Stream
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THIRD MILLENIUM ASSOCIATES INCORPORATED					
BILL PRINTING 08/26/21	1,173.06	04203100-52221	UTILITY BILL PROCESSING	26648	
BILL PRINTING 08/26/21	1,173.07	04103100-52221	UTILITY BILL PROCESSING	26648	
GREEN PAY FEE-AUG 2021	225.00	04103100-52221	UTILITY BILL PROCESSING	26649	
GREEN PAY FEE-AUG 2021	225.00	04203100-52221	UTILITY BILL PROCESSING	26649	
	<u>2,796.13</u>				
TIC TANK INDUSTRY CONSULTANTS					
WATER TOWER ANTENNA REVIEW-1015 LIES RD	1,495.75	04200100-52253	CONSULTANT	39639 PO-4601818	
	<u>1,495.75</u>				
TRANE US INC					
HVAC MAINT-Q/E 10/31/21	3,475.00	01680000-52244	MAINTENANCE & REPAIR	311926598 PO-4602171	
	<u>3,475.00</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVEMENTS	8,719.09	06320000-54469	REBUILD ILLINOIS BOND	03-3740919 PO-462649	
KUHN RD-BIKE PATH PHASE II 07/24-08/20/21	10,012.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	09-3743682 PO-462639	
LIES RD-BIKE PATH PHASE II 07/24-08/20/21	13,803.80	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	17-3743681 PO-462609	
	<u>32,534.89</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-AUG 2021	2,201.61	04103100-52229	POSTAGE	1529 08/26/21	
POSTAGE WATER BILLS-AUG 2021	2,201.61	04203100-52229	POSTAGE	1529 08/26/21	
	<u>4,403.22</u>				

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VILLAGE OF CAROL STREAM					
124 GERZEVSKE LN-PW CENTER 07/01-08/04/21	131.32	01670100-53220	WATER	01779991-20875	
124 GERZEVSKE LN-PW METER 07/02-08/01/21	512.47	04200100-53220	WATER	01780307-21240	
124 GERZEVSKE LN-PW NORTH GARAGE 07/01-0	15.59	01670100-53220	WATER	01779990-20874	
124 GERZEVSKE-E PUMP STATION 07/01-08/04/21	119.63	04200100-53220	WATER	01780319-21254	
124 GERZEVSKE-WASH BIN 07/01-08/04/21	186.87	04200100-53220	WATER	01780322-21257	
245 KUHN RD-BLOWER BLDG I 07/02-08/03/21	1.12	04101500-53220	WATER	01780344-21279	
245 KUHN RD-BTH MAINT BLDG 07/02-08/03/21	13.49	04101500-53220	WATER	01780321-21256	
245 KUHN RD-MAINT BLDG 07/01-08/03/21	12.95	04101500-53220	WATER	01779987-20871	
245 KUHN RD-PLANT ADMIN BLDG 07/02-08/03/21	34.06	04101500-53220	WATER	01779988-20872	
300 KUHN RD-CHLORINE ANALYZER 07/01-08/03	49.39	04200100-53220	WATER	01780320-21255	
960 GARY AVE-BLDG AT FTN 07/02-08/03/21	1.07	04101500-53220	WATER	01780343-21278	
	1,077.96				
WEST SIDE TRACTOR SALES					
AG BLOWER	364.97	01696200-53354	PARTS PURCHASED	N10376	
	364.97				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-JUL 2021	386.02	04103100-52256	BANKING SERVICES	7509063 JUL-2021	
WHEATON BANK FEES-JUL 2021	386.02	04203100-52256	BANKING SERVICES	7509063 JUL-2021	
WHEATON BANK FEES-JUL 2021	1,298.98	01610100-52256	BANKING SERVICES	7509063 JUL-2021	
	2,071.02				
WILL COUNTY CLERK					
COUNTY NOTARY-D CUMMINGS	10.00	01660100-52234	DUES & SUBSCRIPTIONS	2021-CUMMINGS	
	10.00				
ZETX, INC					
FORENSIC SOFTWARE 06/07/21-06/06/22	2,800.00	02385200-52255	SOFTWARE MAINTENANCE	I21.0220400	
	2,800.00				

**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>
GRAND TOTAL	<u><u>\$1,777,425.98</u></u>				

The preceding list of bills payable totaling \$1,777,425.98 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 9/3/21

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

ADDENDUM WARRANTS
AUGUST 17, 2021 Thru SEPTEMBER 07, 2021

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll August 9, 2021 thru August 22, 2021	582,164.96
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll August 9, 2021 thru August 22, 2021	69,623.99
				<u>651,788.95</u>

Approved this _____ day of _____, 2021

By: _____
Frank Saverino Sr-Mayor

Julia Schwarze - Village Clerk