

Village of Carol Stream

BOARD MEETING AGENDA SEPTEMBER 6, 2016 7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE: Eagle Scout Scott Kozlowski from Troop 98 will lead the Audience in the Pledge of Allegiance.

B. MINUTES:

1. Approval of Minutes of the August 15, 2016 Village Board Meeting.

C. LISTENING POST:

1. Presentation of 2016 Summer Concert Raffle Proceeds to Local Charities.
2. Swearing in Jeff Degnan as Deputy Police Chief.
3. Resolution No. 2897 Honoring Amanda Larsen upon her 20th Anniversary of Employment with the Village of Carol Stream Police Department.
4. Proclamation Observing National Preparedness Month During the Month of September.
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:

G. OLD BUSINESS:

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 6, 2016

7:30 P.M.

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

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Collective Bargaining Agreement between the Village of Carol Stream and Metropolitan Alliance of Police (MAP) Effective May 1, 2015-April 30, 2019. *This 4 year labor contract between the Village and MAP representing the Village's Police Sergeants provides terms and conditions for wages, hours and working conditions and includes a 2.5% General Wage Adjustment plus a .25% equity pay adjustment for each of the first three years of the contract, a 2.5% General Wage Adjustment plus a .5% equity pay adjustment in the fourth year of the contract; and, Educational Reimbursement limits of \$10,000 beginning 5/1/2017 and \$8,000 beginning 5/1/2018.*
2. Sidewalk Saw-Cutting Services. *Staff recommends awarding a contract to Safe Step Sidewalk Solutions in the amount of \$71,487.50 to remove 950 locations which were identified as possible trip hazards.*
3. Klein Creek Stream Bank Stabilization Project-Award of Contract for Professional Engineering Services for Concept Design and Grant Applications. *Staff recommends that the contract for professional engineering services to prepare concept designs and grant applications for the Klein Creek Stabilization Project be awarded to Engineering Resource Associates, Inc. in an amount not to exceed \$59,861.*

I. ORDINANCES:

J. RESOLUTIONS:

K. NEW BUSINESS:

1. Carol Stream Public Library – Annual Report 2015-2016. *Receipt of Annual Report of the Board of Library Trustees of the Village of Carol Stream for the Fiscal Year ending April 30, 2016.*

Village of Carol Stream

**BOARD MEETING
AGENDA
SEPTEMBER 6, 2016
7:30 P.M.**

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

L. PAYMENT OF BILLS:

1. Regular Bills: August 16, 2016, through September 6, 2016.
2. Addendum Warrants: August 16, 2016 through September 6, 2016.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended July 31, 2016.

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2016-08-36	LAST RESOLUTION	2896
NEXT ORDINANCE	2016-09-37	NEXT RESOLUTION	2897

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

August 15, 2016

Mayor Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Acting Village Clerk Bob Mellor to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone and Matt McCarthy

Absent: Trustee Greg Schwarze and Village Clerk Laura Czarnecki

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor and Village Attorney Jim Rhodes

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the August 1, 2016 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 3 Trustees LaRocca, Frusolone and McCarthy

Abstain: 2 Trustees Hennessey and Gieser

Absent: 1 Trustee Schwarze

The motion passed.

Trustee LaRocca moved and Trustee McCarthy made the second to approve the Minutes of the August 1, 2016 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 3 Trustees LaRocca, Frusolone and McCarthy

Abstain: 2 Trustees Hennessey and Gieser

Absent: 1 Trustee Schwarze

The motion passed.

Trustee Frusolone moved and Trustee LaRocca made the second to approve, but not release the Minutes of the August 1, 2016 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 3 Trustees LaRocca, Frusolone and McCarthy
Abstain: 2 Trustees Hennessey and Gieser
Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:

1. Resolution No. 2893 Recognizing Charles Ranweiler upon his Retirement from the Village of Carol Stream Police Department. *Resolution read by Trustee Frusolone.*

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 2893 Recognizing Charles Ranweiler upon his Retirement from the Village of Carol Stream Police Department.

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone, and McCarthy
Nays: 0
Absent: 1 Trustee Schwarze

The motion passed.

2. Introduction of Janice Van Dyke, Employee Relations Generalist. *Employee Relations Director Caryl Rebholz introduced Janice Van Dyke to the Village Board and audience.*
3. Year of the Business Spotlight: Rainbow Academy, Owners Jim and Karen Daniel. *Trustee Gieser introduced Jim and Karen Daniel, owners of Rainbow Academy who described their 33 year old business in Carol Stream. The Village Board thanked Rainbow Academy for all they do for the community.*
4. Proclamation Designating August 15th-19th as Back to School Safety Week. *Proclamation read by Trustee Hennessey.*

5. Addresses from Audience (3 Minutes). *None*

PUBLIC HEARINGS:

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 Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee LaRocca 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 Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

- 1.** #16197-CLM Cuisine Corp.-Ye's Restaurant, 934 W. Army Trail Rd.
- 2.** #16198-Sergio Luna-Surge to new Levels, 314 St. Paul Blvd.
- 3.** Award of Contract for Engineering Design Services-Lies Road LAFO Project-Fair Oaks Road to High Ridge Pass.
- 4.** Award of Contract for 2016 Pavement Patching Contract.
- 5.** Award of Contract to approve purchase of trees.
- 6.** Award of Contract for website analysis.
- 7.** Ordinance No. 2016-08-35 Approving a Special Use Permit for a restaurant with a bar area in the B-3 Service District (CLM Cuisine Corp/Ye's Restaurant, 934 W. Army Trail Road).
- 8.** Ordinance No. 2016-08-36 Approving a Special Use Permit for a private recreational use in the I Industrial District (Sergio Luna/Surge to New Levels, 314 St. Paul Blvd).

9. Resolution No. 2894 for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code-2016 Crackfill Project.
10. Resolution No. 2895 Declaring Surplus Property owned by the Village of Carol Stream.
11. Resolution No. 2896 Approving the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream.
12. Payment of Regular and Addendum Warrant of Bills from August 2, 2016 through August 15, 2016.

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

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

**#16197-CLM Cuisine Corp.-Ye's Restaurant, 934 W. Army Trail Rd.
Special Use Permits to allow a restaurant with a bar area in the B-3
Service District**

RECOMMENDED APPROVAL WITH RECOMMENDATIONS 6-0:

Concur with Plan Commission recommendations.

**#16198-Sergio Luna-Surge to new Levels, 314 St. Paul Blvd.
Special Use Permit to allow the operation of a recreational use in the I
Industrial District**

RECOMMENDED APPROVAL WITH RECOMMENDATIONS 6-0:

Concur with Plan Commission recommendations.

**Award of Contract for Engineering Design Services-Lies Road LAFO
Project-Fair Oaks Road to High Ridge Pass:**

The Village Board approved a contract to provide Phase I and II engineering for the Lies Road LAFO project with Transystems Corporation in an amount not to exceed \$38,943.43, pursuant to Section 5-8-14-(A) of the Carol Stream Code of Ordinances.

Award of a Contract for 2016 Pavement Patching:

The Village Board approved a contract with Schroeder Asphalt Services, Inc. for 2016 Patching in an amount not to exceed \$67,008.00.

Award of Contract to approve purchase of trees:

The Village Board approved a contract with St. Aubin Nursery for the replacement of 200 trees for fall planting in an amount not to exceed \$34,000, pursuant to Section 5-8-14-(M) of the Carol Stream Code of Ordinances.

Award of Contract for website analysis:

The Village Board approved a contract with Vision Internet Research in an amount not to exceed \$9,700 for research intended to be used for redesign of the Village's website.

Ordinance No. 2016-08-35 Approving a Special Use Permit for a restaurant with a bar area in the B-3 Service District (CLM Cuisine Cop/Ye's Restaurant, 934 W. Army Trail Road):

The Village Board approved a Special Use permit for a restaurant with bar area in the B-3 Service District (934 W. Army Trail Road) subject to conditions by the Plan Commission/Zoning Board of Appeals on August 8, 2016.

Ordinance No. 2016-08-36 Approving a Special Use Permit for a private recreational use in the I Industrial District (Sergio Luna/Surge To New Levels, 314 St. Paul Blvd):

The Village Board approved a Special Use Permit for a private recreational use in the I Industrial District (314 St. Paul Blvd) subject to conditions by the Plan Commission/Zoning Board of Appeals on August 8, 2016.

Resolution No. 2894 for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code-Crackfill Project:

The Village Board approved a Resolution with the Illinois Department of Transportation regarding the 2016 Crackfill Project which is funded with Motor Fuel Tax dollars with a cost estimate of \$142,000.00.

Resolution No. 2895 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved designated Public Works items and two 2004 Ford Ranger Pickup Trucks from Community Development surplus and authorized its sale and/or disposal.

Resolution No. 2896 Approving the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream:

The Village Board approved releasing certain designated executive session minutes for which there is no longer a need for confidentiality.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated August 15, 2016 in the amount of \$688,843.24. The Village Board approved the payment of the Addendum Warrant of Bills from August 2, 2016 thru August 15, 2016 in the amount of \$765,238.53.

Non-Consent Agenda**Notice of Change Order #1-Purchase of Dump Truck:**

Consistent with the Village Code, notification is being provided of the administrative approval of a change order in the amount of \$1,526.25 to a recent dump truck purchase in Public Works. This item was received.

Report of Officers:

Trustee LaRocca congratulated Charles Ranweiler on his retirement and for his years of service. He welcomed Janice Van Dyke and thanked Rainbow Academy for their service to the community. Trustee LaRocca reminded drivers to please be aware of pedestrians in the cross walk and do not talk on your cell phones when driving. He will miss the next Board meeting to attend his daughter's wedding.

Trustee Gieser stated this Thursday is the final concert of the season. Mugs Pizza and Ribs is the food vendor. There will be a family remembrance day at St. Stephen cemetery on August 27th at 11:00 a.m. The Carol Stream Historical Society will be hosting a Family Day event at the Farm House on September 10th. The Memorial Park committee is raising money for a new park to honor our veterans. There will be an opportunity to purchase memorial bricks to help fund the park.

Trustee Hennessey stated that District 93 starts school on Friday and Glenbard North High School starts on Monday. Thank you to Rainbow Academy for the service you provide to the community.

Trustee Frusolone stated students at local schools will be starting this week and next week, so please be alert for them. Congratulations to Chuck Ranweiler on his retirement. Welcome Janice Van Dyke to her new position with the Village. Thank you Rainbow Academy for your generosity to the community. The carnival will be over Labor Day weekend from Thursday, September 1st through Monday, September 5th. Discount coupons are available for the carnival.

Trustee McCarthy congratulated Charles Ranweiler on his retirement and for his years of service. He attended the 60th Eagle Scout Ceremony for Scott Kozlowski with Mayor Saverino and Trustee Gieser this past week. Please support our local charities by buying split the pot raffle tickets at the Thursday night concert.

Village Manager Breinig congratulated Charles Ranweiler on his retirement and for his years of service. He congratulated Janice Van Dyke on her promotion. The Village will be closed for Labor Day on September 5th. The next Board meeting will be on Tuesday, September 6th. Today the Village of Carol Stream received a grant from ComEd to plant pollinator plants at the Water Reclamation Center.

Mayor Saverino congratulated Charles Ranweiler on his retirement and for his years of service. He welcomed Janice Van Dyke and thanked Rainbow Academy for their service to the community. Please do not talk on your phone or text while driving. The Fair Oaks bike path is starting to take shape. Thank you Engineering for working on this project with Wayne Township.

At 8:23 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.


FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor & Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: August 31, 2016
RE: 2016 Summer Concert Raffle Proceeds

During our 2016 Summer Concert Series, eight split the pot raffles were held with the intent to donate the Village's portion of the proceeds of these raffles to local charities which totaled \$2,640.00. A check in the amount of \$330.00 will be presented to each one of the following local charities:

- Carol Stream Parks Foundation
- Carol Stream Historical Society
- Meals on Wheels
- Lutheran Church of the Master Food Pantry
- Outreach Community Center
- Humanitarian Service Project
- Carol Stream Woman's Club
- Inter-Faith Food Pantry

A representative from each charity will be present at the September 6th Village Board Meeting.

JEB/dk

**A RESOLUTION HONORING AMANDA LARSEN UPON HER 20th ANNIVERSARY OF
EMPLOYMENT WITH THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Amanda Larsen joined the Carol Stream Police Department as a records clerk on September 9, 1996; and

WHEREAS, Amanda Larsen was hired as a community service technician on December 1, 1997;
and

WHEREAS, Amanda Larsen was hired as a police officer on March 30, 1998; and

WHEREAS, Amanda Larsen has served as a detective for several years starting in January 2007;
and

WHEREAS, Amanda Larsen has served as a defensive tactics instructor; and

WHEREAS, Amanda Larsen has been honored with several commendations during her career;
and

WHEREAS, Amanda Larsen has been employed as a public servant for twenty years as a records clerk, community service technician and a police officer, with the Village of Carol Stream Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Officer Amanda Larsen’s services and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

SECTION 2: Officer Amanda Larsen is wished the very best in her future years with the Village of Carol Stream.

This Resolution shall be in full force and in effect from and after its passage and as approved by law.

PASSED AND APPROVED ON THIS 6th DAY OF SEPTEMBER, 2016.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

AGENDA ITEM
C-49-6-16

Observing National Preparedness Month During the Month of September

WHEREAS, each September, all levels of governments as well as homeland security agencies across our nation conduct an education campaign to strengthen the capabilities of communities, business and civic institutions as well as that of families and individuals adequately prepare for, effectively respond to and successfully recover from a natural or man made disaster; and

WHEREAS, as we kick off this year's campaign whose theme is 'Don't Wait.. Communicate!', we do so in solidarity with the hundreds of thousands of fellow Louisianans who are struggling to recover from the record July flooding that has once again devastated that gulf state; and

WHEREAS, in the era of climate change, disasters have become more frequent and severe with urban and rural areas experiencing severe droughts and higher sea levels, intense storms and wildfires and more powerful hurricanes and heat waves; and

WHEREAS, the goal of preparedness month is to educate Americans from all walks of life on the importance of learning about, establishing and executing critical preparedness measures known to increase disaster resilience in our communities; and

WHEREAS, Village and Fire Protection District officials encourage all Carol Stream residents and businesses to visit the campaign web site at www.ready.gov/september and actively participate in the weekly activities that include: Preparing Family & Friends (Sept. 4th-10th), Preparing thru Service (Sept, 11th - 17th), Individual Preparedness (Sept. 18th- 24th) and Preparing for National PrepareAthon (Sept. 25th - 30th); and

WHEREAS, because communities that master preparedness and the associated skills, abilities, tools and resources recover quicker and stronger from disaster incidents, full and active participation by residents and businesses in the September 30th National Preparedness Day of Action is highly encouraged so the month long campaign can end with a workable plan of action that when implemented will increase your readiness quotient in advance of the next disaster event that will surely come.

NOW THEREFORE BE IT PROCLAIMED THAT the Mayor and Carol Stream Board of Trustees, DuPage County Illinois in the exercise of its Home Rules Powers set aside September as

National Preparedness Month

in Carol Stream and encourage persons, families, businesses, civic institutions and local governments to participate in the campaign to strengthen the resiliency that will be needed to respond to and recover from the next disaster.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: August 26, 2016

RE: Metropolitan Alliance of Police (MAP) Contract Ratification

Attached is the collective bargaining agreement between the Village and MAP representing our police Sergeants for the contract that expired on April 30, 2015. The agreement contains the terms and conditions tentatively agreed to during the course of negotiations which began on February 3, 2015. The employees represented by MAP voted to ratify the agreement last week. Listed below are the key provisions of the contract:

1. Term of Agreement: 4 years expiring April 30, 2019.
2. 2.5% General Wage Adjustment on 5/1/15 plus a .25% equity pay adjustment.
3. 2.5% General Wage Adjustment on 5/1/16 plus a .25% equity pay adjustment.
4. 2.5% General Wage Adjustment on 5/1/17 plus a .25% equity pay adjustment.
5. 2.5% General Wage Adjustment on 5/1/18 plus a .5% equity pay adjustment.
6. Educational Reimbursement limits beginning 5/1/17

The general wage adjustment is consistent with wages provided for the Village's non-union employees and those Public Works employees represented by the Service Employees International Union (SEIU). The equity pay adjustment includes an additional wage percentage increase to adjust our officer pay for market comparability and provides consideration for other concessions from MAP during negotiations.

Discussions with the Union proceeded amicably throughout negotiations and involved a significant cooperative effort between the Village and union employees to develop terms and conditions that are both fair and beneficial to both sides. Negotiations were slowed at times due to budget uncertainties with the State of Illinois and changes in the local union leadership however at no time did discussions become hostile or unfriendly. The 4-year term of this contract reflects good faith efforts by both parties to reach a cooperative, longer-term agreement and hopefully is further solidified by your approval of this contract. Staff recommends approval of the attached contract between the Village and the Metropolitan Alliance of Police representing our police Sergeants.

Cc: Joseph E. Breinig, Village Manager
Ed Sailer, Police Chief
Caryl Rebholz, Employee Relations Director
Robert Smith, Clark, Baird, Smith Lawyers

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

May 1, 2015 Through April 30, 2019

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ARTICLE I PREAMBLE

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

ARTICLE II RECOGNITION

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

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

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

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

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

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

ARTICLE III MANAGEMENT RIGHTS

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

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

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

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

ARTICLE IV HOURS OF WORK

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

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

Section C. Work Day Defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V LAYOFFS

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

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

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

ARTICLE VI SENIORITY

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

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

ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

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

Section B. Holiday Pay.

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

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

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

(2) Accrue eight (8) hours of holiday time provided that the sergeant at the time of the holiday has 64 or less hours of holiday time available for use.

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

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

(b) Accrue eight (8) hours of holiday time, if the sergeant at the time of the holiday has 64 or less hours of holiday time available for use.

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

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

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

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

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

ARTICLE VIII VACATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX SICK LEAVE

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

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

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

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

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

the doctor as to the sergeant's physical or mental ability to return to normal duties at the sergeant's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period.

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

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

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

ARTICLE X BEREAVEMENT LEAVE

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

ARTICLE XI UNIFORMS

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

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

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

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

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

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

Full- Year
\$600

Part- Year
pro-rated % of \$600

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

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

ARTICLE XII GROUP INSURANCE

Section A. Life Insurance.

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

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

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

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

Section B. Health Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII EDUCATIONAL REIMBURSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Notes:

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

ARTICLE XIV TRAINING REIMBURSEMENT

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

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

ARTICLE XV WAGES

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

- a. Effective May 1, 2015, 2.5% across the board increase.
- b. Effective May 1, 2016, 2.5% across the board increase.
- c. Effective May 1, 2017, 2.5% across the board increase.
- d. Effective May 1, 2018, 2.5% across the board increase.

In addition to the above wage schedule, a non-compounding 0.25% market equity adjustment will be applied effective May 1, 2015, May 1, 2016 and May 1, 2017, as well as a .5% market equity adjustment effective May 1, 2018.

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

	5/1/2015	5/1/16	5/1/17	5/1/18
START	93,086.36	95,646.24	98,276.51	101,224.80
After 2 years	98,207.42	100,908.12	103,683.10	106,793.59
After 4 years	103,606.94	106,456.13	109,383.68	112,665.19
After 6 years	109,362.99	112,370.47	115,460.66	118,924.48

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

of this agreement to all active Sergeants.

ARTICLE XVI LABOR MANAGEMENT CONFERENCES

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

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

ARTICLE XVII NO STRIKE

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

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

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

Section D. Village's Right to Discipline. The Chapter agrees that the Village has the right to deal with any such work interruption activity by imposing discipline, including discharge

or suspension without pay on any, some or all of the sergeants participating therein, and/or any, some, or all of the leaders of the Chapter who so participate, as the Village may choose.

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

ARTICLE XVIII GRIEVANCE PROCEDURE

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

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

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

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

Step 4. If the grievance is not settled in Step 3, the grievant, may within seven (7) calendar days of the Police 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 Chapter representation at the meeting with the Village Manager shall be limited to one Chapter representative present at such meetings, unless the Village agrees otherwise.

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

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

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

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

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

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

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

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

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

ARTICLE XIX DISCIPLINE

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

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

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

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

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

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

Village, subject only to administrative review as provided by the Administrative Review Law, 735 ILCS 5/3-101, et seq.

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

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

ARTICLE XX DRUG & ALCOHOL TESTING/

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

ARTICLE XXI ENTIRE AGREEMENT

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

ARTICLE XXII SAVINGS CLAUSE

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

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

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

ARTICLE XXIII DUES DEDUCTION AND INDEMNIFICATION

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

Section B. Fair Share Fees. During the term of this Agreement, any bargaining unit sergeant who is not a member of the Chapter shall be required to pay a fair share (as determined by the Chapter) of the cost of the collective bargaining process, contract administration in pursuit of matters affecting wages, hours, fringe benefits and other terms and conditions of employment, but said fair share shall not exceed the amount of dues uniformly required of members.

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

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

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

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

ARTICLE XXIV RESIDENCY

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

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

ARTICLE XXV SOLCITATION

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

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

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

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

ARTICLE XXVI TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2019. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

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

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

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

VILLAGE OF CAROL STREAM

METROPOLITAN ALLIANCE OF POLICE, CHAPTER 537

By: _____

By: _____

ATTEST:

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

Village Clerk

Joseph Andalina
President, Metropolitan Alliance of Police

APPENDIX A

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

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

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

<u>Day Shift</u>	<u>Shift hours 0600-1800</u> 2 positions (A and B Platoons)
<u>Night Shift</u>	<u>Shift hours 1800-0600</u> 2 positions (A and B Platoons)

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

ARTICLE XXVI TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2019. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

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

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

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

VILLAGE OF CAROL STREAM

METROPOLITAN ALLIANCE OF POLICE, CHAPTER 537

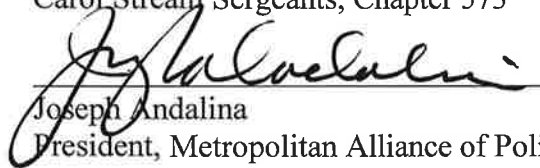
By: _____

By:  _____

ATTEST:

Chapter President - Brian Cooper -
Metropolitan Alliance of Police,
Carol Stream Sergeants, Chapter 573

Village Clerk

 _____
Joseph Andalina
President, Metropolitan Alliance of Police

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Village of Carol Stream, Illinois, (hereinafter referred to as "Employer") and the Metropolitan Alliance of Police, Chapter #537 (hereinafter referred to as the "Chapter") with respect to their 2015-2019 collective bargaining agreement (Agreement). The Employer and the Chapter agree as follows:

1. With respect to Article VII, Educational Reimbursement, 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 and subject to the maximum limitations within the collective bargaining agreement. However, the Chapter 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. This is being done on a non-precedential basis.
2. With respect to the retroactivity of wages increases described in Article XV, a retiree in good standing, Diane Wells, shall receive a retroactive payment for hours worked or paid during the time period covered by the Agreement prior to the date of her retirement. This is being done on a non-precedential basis.

This MOU shall remain in effect for the term of the 2015-19 Agreement, and pending the completion of negotiations for a successor collective bargaining agreement or impasse resolution proceedings.

Agreed upon by the parties on the date written below.

DATE: _____

Village of Carol Stream



Metropolitan Alliance of Police

Chapter #537 President - Brian Cooper -

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Michele Lopez, Public Works Office Manager
DATE: August 31, 2016
RE: Sidewalk Saw-Cutting Services

The FY17 budget contains \$90,000.00 designated to sidewalk maintenance.

A survey was recently conducted to identify sidewalk locations where possible trip hazards need to be removed. An itemized list of nine-hundred and fifty locations including displacement, GPS coordinates, and dimensions were included in a bid packet for interested contractors.

Although a bid notice was published in the Daily Herald, due to the limited number of contractors that use a saw-cutting method over a concrete grinding method to repair trip hazards only one company submitted a bid. Safe Step Sidewalk Solutions from Hortonville, WI submitted a bid for \$71,487.50 to complete the entire project, \$18,512.50 under our original budget.

Public Works has been working with Safe Step since 2015 when a pilot area was done to remove forty-three trip hazards. Since then their services have been impressive and Public Works staff has been pleased with their efforts in providing safe, ADA compliant sidewalks.

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Safe Step Sidewalk Solutions in the amount of \$71,487.50.

VILLAGE OF CAROL STREAM
BID PROPOSAL FORM
SIDEWALK SAW-CUTTING SPECIFICATIONS

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid proposal shall remain in force and full effect for a period commencing on the date of submission and ending thirty (30) days after the date of bid opening.

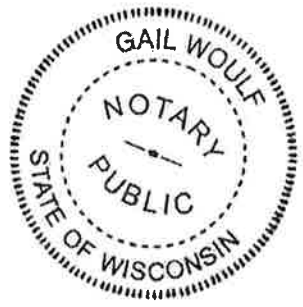
TOTAL COST FOR COMPLETING ALL LOCATIONS: \$ 71,487.50

LOCATION NUMBER AT WHICH \$90,000.00 PROJECT TOTAL WILL BE REACHED:
(For example, if the bidder's price reaches \$90,000.00 on location number "745", this is the location that shall be listed as the point beyond which the \$90,000.00 project limit would be exceeded)

Company: SAFE STEP LLC
Address: PO BOX 411
HORTONVILLE, WI 54944
Telephone No. 920-540-7414 Fax No. 866-479-1069
Signature: *Robert Strass*
Name and Title: (Please Print) ROB STRASS REGIONAL DIRECTOR Date: _____


Subscribed and sworn before me this 17th day of August, 2016

MY COMMISSION EXPIRES: April 1, 2018
Gail Woule
NOTARY PUBLIC



Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: September 2, 2016

RE: Klein Creek Stream Bank Stabilization Project – Award of Contract for Professional Engineering Services for Concept Design and Grant Applications

Klein Creek and its Tributary No. 2, Thunderbird Creek, have over 7.7 miles of stream banks and pond shorelines located in Carol Stream. The watershed of Klein Creek including its 3 tributaries is over 12.7 square miles. Klein Creek is a relatively flat slow moving stream with a fall of 57.25 feet over its 6.46 mile centerline length, at an average slope of 0.17%. Mean velocities are also fairly low ranging from 0.1 to 2.7 feet per second. The Villages of Carol Stream, Glendale Heights, Bloomingdale, Winfield and Unincorporated DuPage County consisting of Bloomingdale, Wayne, Milton and Wilton Townships comprise the Klein Creek Watershed.

Even though both Klein Creek and Thunderbird Creek have low stream velocities they've experienced significant erosion along its stream banks as well as down cutting of the streambed. This is primarily caused by the constant erosion occurring at the toe of the stream bank where it meets the water. As the toe of the stream bank erodes the bank falls away into the stream leaving a steep scarf that causes more erosion. At the same time the creek cuts down into the stream bed. This is called down cutting.

The stream erosion occurs because there isn't an adequate root structure to hold the soil in place. Lack of sunlight from the tree canopy, understory brush, dumping of grass clippings, tree limbs and other debris can kill or prohibit the growth of vegetation. Also, shallow rooted plants such as Kentucky bluegrass do not have the deep rooted structure needed to withstand the erosive velocities of the stream.

Soil erosion leads to water quality degradation, sedimentation, pollution, loss of personal property, vegetation and wildlife habitat as well as loss of flood storage and conveyance. As individual homeowners try to protect their stream bank, the adverse impacts of their efforts are further compounded.

Erosion of the stream bank can also compromise the integrity of utilities by exposing cables, conduit and, pipes as well as undermining structures such as utility poles and storm sewer outfalls. Just recently the Village became aware that several homeowners had been contacted by ComEd who was attempting to acquire easements. Some of these easements were needed by ComEd to relocate utility poles that were threatened from stream bank erosion.

The following pictures document some of the erosion that has occurred along Klein Creek and Thunderbird Creek.



Klein Creek Erosion



Thunderbird Creek Erosion



Erosion Around a ComEd Utility Pole

Klein Creek and its tributaries including Thunderbird Creek are tributary to segment GBK05 of the West Branch of the DuPage River. All of these water resources as well as the DuPage River itself are at risk. Currently the West Branch of the DuPage River has been identified as a priority one area on the State's Targeted Watershed List and 303(d) List. The 303(d) List is a listing of all the state's impaired waterways due to pollution from non-point and point pollution sources. Klein Creek and Thunderbird Creek are very important tributaries to the West Branch and are also considered impaired. The West Branch and Klein Creek are monitored sites.

The Illinois Water Quality Report classified the non-point source (NPS) pollution as ammonia, nutrients, siltation and salinity/total dissolved solids (TDS)/chlorides. Siltation, TDS, total suspended solids (TSS) and nutrient pollution are all results of stream bank erosion.

In 1997 and 1998 the Village performed a Pond and Stream Bank Study where Klein Creek from Thunderbird Trail to Kuhn Road was identified with erosion being moderate from 1' to 3' in height. This prompted further the Village to seek funding through the Illinois Environmental Protection Agency's (IEPA's) Section 319 and Conservation 2000 grants as well as DuPage County's Water Quality Improvement Program (WQIP). After several failed attempts to acquire the necessary grants in 1998, 1999 and 2000 the Village decided to have construction plans prepared in 2001 for the section of Klein Creek from Thunderbird Trail to Kuhn Road. After several more failed attempts to acquire grant funding the project was dropped from the Village's Capital Improvement Program in 2005.

More recently IEPA revised their eligibility and scoring criteria for Section 319 funding. For a project to be eligible to receive this funding there must be a USEPA recognized watershed plan in place identifying the project. DuPage County is currently in the process of revising the existing watershed plans to meet these requirements. If the Village wants to be eligible for Section 319 grants we will need to identify our projects and provide all the necessary information for inclusion in the watershed plan.

Section 319 grants are designed to provide funds for projects that prevent, eliminate, or reduce water quality impairments caused by nonpoint source pollution. High priority projects are those that have been identified in watershed plans and have the greatest potential for reducing non-point source pollution. In 2013 the DuPage River Salt Creek workgroup (DRSCW) conducted a study, Adaptive Watershed Management to Achieve the Designated Use for Aquatic Life: Proposed Local Funding Initiative. The Klein Creek corridor ranked very high in its potential to be rehabilitated further increasing the Village's probability for funding.

Federal, state and county regulations as well as grant funding will require the usage of bioengineering techniques now commonly called green infrastructure. These techniques include the use of native vegetation (natural prairies, meadows, wetlands, etc.), root wads, habitat restoration, re-meandering, pool-riffle structures, stream bed restoration, etc. In order to restore the habitat using deep rooted native plants, trees will need to be greatly limited so adequate sunlight can be provided.

The benefits from restoring the eroded stream bank will reduce sedimentation and improve stream habitat for macro-invertebrates. The stream bank buffer of native plants will provide wildlife habitat and reduce nutrient loading to the stream by acting as a filter media. It will also provide shading which will in turn lowers stream temperatures and increases dissolved oxygen content. Repairing eroded stream banks will also restore the floodplain. Rehabilitating the stream banks now and maintaining them will help prevent the stream from becoming a higher priority on the States Targeted Watershed List. The net effect of these projects will be a more natural stream corridor protected from the negative effects of erosion and will improve water quality as well as stream and wildlife habitat.

Earlier this year Engineering requested statements of qualifications from eleven highly qualified professional engineering consultant. Eight made submittals. After an extensive evaluation process Village staff selected Engineering Resource Associates, Inc. (ERA) as the most qualified firm and entered into contract negotiations. Quality based selection (QBS) is used for professional services rather than bids.

ERA has submitted a final proposal that has been reviewed and approved by Engineering staff. See attached. The scope of services in the proposal includes two phases to the project. Phase Ia comprises the creation of a Klein & Thunderbird Creek Master Plan and a Public vs. Private Benefit Analysis. The Master Plan will contain base and concept plans, implementation plan, cost estimates and pollutant load reductions. This will form the basis for future grant applications in Phase Ib. The Public vs. Private Benefit Analysis will prepare possible alternatives to allocate costs between public and private entities.

The Village is also undertaking a second project called the Kehoe Boulevard Stream Bank Stabilization Project. The ditch running along the south side of Kehoe Boulevard from Gerzevske Lane to Gary Avenue is a section of Thunderbird Creek which has also

exhibited signs of significant erosion. A different consultant will be similarly studying this section and preparing concept plans and cost estimates. The results of that study with their concept plans and cost estimates will be incorporated into the Klein & Thunderbird Creek Master Plan.

Phase Ib consists of refining the initial concept plans developed in Phase Ia for grant applications. As project sections are better defined one will be selected for further development. Wetlands will be delineated and assessed, sediment samples will be taken and analyzed, topographic surveys will be performed and permitting schedules developed. All this will be used to finalize the concept plans and cost estimates and to prepare grant applications to meet agency 2017 submittal due dates.

The total not to exceed cost for the services is \$59,861 which is significantly over the \$32,000 budgeted. During the negotiation process it was decided by Village staff that additional items had to be included in the scope of services to increase our likelihood of acquiring the necessary grant funds for the project. They included the following:

1. The concept project area was increased from just the southern Klein Creek section from Thunderbird Trail to Kuhn Road to a revised section that went from Lies Road all the way to North Avenue as well as Thunderbird Creek from Gary Avenue to its confluence with Klein Creek.
2. Creation of a Klein & Thunderbird Creek Master Plan that could be used for a multitude of grant applications.
3. A task was added where the consultant would perform a public versus private benefit analysis. The results will enable the Village to better formulate a plan to fund the project.
4. Conducting a stream survey documenting the existing conditions which could also be used to prepare contracts for the Village's annual Flow Obstruction Removal Project.
5. Additional meetings for concept plan development, private vs. benefit analysis and coordination with the Kehoe Boulevard Stream Bank Stabilization Project.
6. Stream sedimentation analysis for pollutant load reduction calculations.

Although the project area greatly increased by almost tripling and we added other tasks to the scope, the overall project costs didn't increase proportionately, less than twice as much. Sufficient funds exist in the Capital Projects Fund to cover the additional \$27,861 in fees over the \$32,000 that was budgeted. Staff recommends the contract for professional engineering services for preparation of concept designs and grant applications for the Klein Creek Stream Bank Restoration Project be awarded to Engineering Resource Associates, Inc. in the amount not to exceed \$59,861.

Cc Phil Modaff, Director of Public Works
Bill Cleveland, Assistant Village Engineer
Adam Frederick, Civil Engineer II



ENGINEERING
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

Sent via email to JKNUDSEN@carolstream.org

August 23, 2016

Mr. James Knudsen
Director of Engineering Services
Village of Carol Stream
Department of Engineering Services
500 North Gary Avenue
Carol Stream, IL 60188

Subject: Proposal for Concept Design & Grant Application Services for Klein Creek Stream Bank Stabilization Project

Dear Mr. Knudsen:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for Concept Design & Grant Application Services for the Klein Creek Stream Bank Stabilization Project. The proposal is based upon your request for proposal, our knowledge of the project, and our meeting on July 21, 2016.

Project Understanding

Klein Creek is approximately 12.7 square mile watershed that ultimately drains to the West Branch DuPage River. The Village will conduct this Project in three phases: Phase I – Concept Design, Preliminary Cost Estimate and Grant Applications; Phase II – Final Engineering and Contract Preparation (Contingent on Grant Funding); and Phase III – Construction (Contingent on Grant Funding). This proposal is for Phase I only. We have divided Phase I into two separate Phases, Phase IA and Phase IB.

Phase Ia:

In order for this project to receive an IEPA 319h grant there needs to be a USEPA recognized watershed plan in place identifying the Klein and Thunderbird Creek projects. DuPage County is currently revising the watershed plan to meet these requirements. The Village desires that an overall concept plan (Klein & Thunderbird Creek Master Plan) be prepared for Klein Creek from Gary Avenue and Lies Road south to North Avenue including Thunderbird Creek to the Gary/Kehoe Basin. The Kehoe Boulevard Streambank concept plan east of the Gary/Kehoe basin will be prepared by others. The concept plan

WARRENVILLE

3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

will utilize DuPage County 2-foot topography, DuPage County Wetland Maps, aerial photos, etc as a base plan. The Klein Creek Concept Plan and associated pollutant load reductions and cost estimates will be submitted to DuPage County for inclusion in the Watershed Plan amendments.

The project will require buy in from private property owners and the Park District. As much of this project is located on private property the public versus private benefit of the project must be quantified. ERA will develop methodologies to gauge private property owner interest in the project; quantify public and private benefits; and prepare possible alternatives that allocate costs between public and private entities. The project team will work closely with the Village to involve and coordinate with property owners and the Park District. Stakeholder town hall style meetings and an online survey will be needed to complete this task.

Phase Ib:

It is anticipated that the Kehoe Boulevard Streambank Stabilization Project, designed by others, will be constructed first, followed by the Klein Creek between Kuhn Road to Thunderbird Trail. The Klein Creek between Kuhn Road to Thunderbird Trail segment of the project will restore 6,820 feet of eroded stream banks. The project was originally designed in the early 2000s using bioengineering techniques. The project was abandoned due to lack of funding. The stream banks have since eroded further resulting in loss of property, destruction of utility structures, stream and bridge sedimentation and instability of power poles. The Villages desires that three concept plans be prepared for this segment. Stabilization practices incorporated into the concept plan will include, but not be limited to: pool-riffle structures, native plantings, root wads, habitat rehabilitation, re-meandering, stream bed restoration and wetland creation. Construction of the Klein Creek project between Kuhn Road to Thunderbird Trail is contingent on receiving significant outside funding, specifically Illinois Environmental Agency (IEPA) Section 319 funds, DuPage County (DPC) Water Quality Improvement Program (WQIP), Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) Grant Program and the DuPage River Salt Creek Workgroup (DRSCW). Therefore, the concept plans will incorporate practices that are favorable to receiving these type of funds. Each concept plan will include conceptual cost estimates. A final report will be prepared with a recommended concept. ERA will also provide programming, planning, and preparation of grant applications for this project.

Scope of Services

The anticipated Scope of Services (Scope) is to create a concept design, calculate a preliminary estimate of cost and prepare grant applications for the Village to submit.

1. Phase Ia – Klein & Thunderbird Creek Master Plan and Public vs Private Benefit Analysis

1.1. Meetings & Coordination:

- 1.1.1. Conduct a site tour to discuss potential bank stabilization concepts with the Village.
- 1.1.2. Attend one meeting with the Village to obtain and compile all project information.
- 1.1.3. Facilitate one meeting with the Village and major stakeholders, including: the Park District, DRSCW, and DuPage County.
- 1.1.4. Facilitate one meeting with the Village to develop Concept Plans.



- 1.1.5. Facilitate one meeting with the Village to refine the Concept Plans.
 - 1.1.6. Facilitate one meeting with the Village to review Concept Plans and discuss project phasing.
 - 1.1.7. Facilitate two meetings with the Village and Bollinger, Lach & Associates, Inc. (BLA) for the coordination and incorporation of the Kehoe Boulevard Stream Bank Stabilization concept plan into the Master Plan.
 - 1.1.8. Facilitate two meetings for the Public Versus Private Benefit Analysis.
 - 1.1.9. Correspond with DuPage County regarding Watershed Plan. ERA anticipates providing the Klein & Thunderbird Creek Master Plan, project narratives, and pollutant load reductions and preliminary cost estimates.
- 1.2. Data Gathering:
- 1.2.1. Perform stream assessment of Klein Creek from Gary Avenue and Lies Road south to North Avenue including Thunderbird Creek to the Gary/Kehoe Basin. The stream assessment of the Kehoe Boulevard Stream east of the Gary/Kehoe basin will be prepared by others but will be incorporated into the Klein & Thunderbird Creek Master Plan. ERA will utilize our handheld GPS unit (Promark 120 which gets sub-meter accuracy) to perform the assessment. The collector can take photos, video, voice recordings, ground shots, etc. Bank erosion, head cuts, riffles, pools, large woody debris, encroachments, etc. will be recorded. ERA will also document locations and perform condition assessments on existing outfalls, culverts, bridges, retaining walls, hard armaments or other structures. This data will be in state/plane coordinates and can be imported into the master plan and be made available to the Village for their GIS staff.
 - 1.2.2. Obtain DuPage County 2-foot topographic data, aerial photography, wetland mapping, parcel data, etc. for creation of base plan for areas outside north and south of Phase Ib.
 - 1.2.3. Existing construction plans for the study area, where available, will be provided by the Village.
 - 1.2.4. Request and obtain publically available hydrologic and hydraulic analysis/modeling for the study area. Hydrology and hydraulic information may come from FEMA, Illinois State Water Survey, DuPage County or the Village to develop best available data for the waterway.
 - 1.2.5. Existing public utility atlas information from the Village in a GIS geodatabase file.
 - 1.2.6. Property ownership information provided by the Village.
 - 1.2.7. Existing private utility information from the local electrical, cable, telephone and gas providers.
- 1.3. Klein & Thunderbird Creek Master Plan: An overall concept plan will be prepared for Klein Creek from Gary Avenue and Lies Road south to North Avenue, including Thunderbird Creek to the Gary/Kehoe Basin. ERA will work cooperatively with the consultant for the Kehoe Boulevard Stream Bank concept plan to incorporate it into the Master Plan.
- 1.3.1. Base Plan - The concept plan will utilize DuPage County 2-foot topography, DuPage County Wetland Maps, aerial photos, etc. as a base plan.
 - 1.3.2. Concept Plan - Stabilization practices incorporated into the concept plan will include, but not be limited to: pool-riffle structures, native plantings, root wads, habitat rehabilitation, re-meandering, stream bed restoration and wetland creation. The plan



will show approximate locations of stream restoration measures (re-meandering, root wads, pool-riffle structures, wetland creation, etc.) and limits/linear footage of bank stabilization practices.

- 1.3.3. Implementation Plan - The plan will identify ERA/Village jointly determined phases and order of implementation based upon: likelihood of receiving grant funding, erosion severity, DRSCW's IPS tool, etc.
- 1.3.4. Cost Estimate – An Engineers Opinion of Probable Cost will be prepared for each phase of the project.
- 1.3.5. Pollutant Load Reduction Calculations – ERA will calculate approximate pollutant load reduction for each phase of the project based upon current IEPA 319h grant methodology.

1.4. Public Versus Private Benefit Analysis:

- 1.4.1. Develop methodologies to quantify public and private benefits.
- 1.4.2. Prepare for and attend Town Hall style meeting with residents to present the Klein & Thunderbird Creek Master Plan. ERA anticipates a short presentation using power point to present the plan. Various ERA and Village staff will be available following the presentation at different stations pertaining to the various phases of the project with plans and boards illustrating examples of the proposed restoration alternatives.
- 1.4.3. Create and administer a survey to gauge public interest in the project and analyze the results. This survey can be in digital and paper format.
- 1.4.4. Quantify public and private benefits.
- 1.4.5. Prepare possible alternatives that allocate costs between public and private entities.

2. Phase Ib:

2.1. Meetings & Coordination:

- 2.1.1. Facilitate one meeting with the Village to develop and revise Phase Ib Concept Plans;

2.2. Data Gathering/Survey:

- 2.2.1. Wetland Delineation - A wetland delineation will be performed to identify the limits of the regulatory wetlands and Waters of the U.S. within the Kuhn Road to Thunderbird Trail segment of the project. Methods used for delineating wetland will be in accordance with the U.S. Army Corps of Engineers (Corps) Wetlands Delineation Manual dated 1987 (USACE, 1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region dated September (USACE, 2008). Wetlands will be staked by pin flag and/or marking tape labeled "wetland delineation."
 - 2.2.1.1. ERA will meet with a DuPage County Wetland Specialist on-site to verify accuracy of staked wetland limits, ERA will prepare a delineation report containing:
 - 2.2.1.2. Army Corps of Engineers (ACOE) data forms;
 - 2.2.1.3. ERA will consult with the appropriate Federal and State agencies to determine if any threatened or endangered species are present within the limits of this phase of the project. A fee may be charged by IDNR for this consultation. This fee is typically \$500, ERA will bill the Village for this Direct Cost.



- 2.2.1.4. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland delineation lines;
- 2.2.1.5. Floristic Quality Assessment per DCSFPO requirement;
- 2.2.1.6. Wildlife habitat assessment using the Modified Michigan Department of Natural Resources methodology per DCSFPO requirement;
- 2.2.1.7. Copy of DuPage County wetland map;
- 2.2.1.8. Copy of soil map;
- 2.2.1.9. Site photos as necessary to describe wetland; and
- 2.2.1.10. Narrative of applicable wetland regulations.
- 2.2.2. Sediment Sampling – ERA to collect samples, Rubino to perform sieve analysis.
- 2.2.3. Design JULIE – ERA will request a JULIE design stage ticket and follow up with utilities that do not respond promptly.
- 2.2.4. Topographic Survey and Base Plan - A topographic survey of the study area from Thunderbird Trail to Kuhn Road will be performed. This task includes a full topographic survey of the project area. The survey will be completed based on the DuPage County benchmark system. One site benchmark will be established. This task does not include performance of a property boundary survey. ERA anticipates surveying the following:
 - 2.2.4.1. Topography, wetland flags, toe of slope and top of bank, thalweg, bankfull, trees greater than 6" diameter at breast height, edge of pavement, existing retaining walls, foundation/building footprints, curbs, headwalls, utilities, sanitary, storm, and water structures with rim/invert elevations;
 - 2.2.4.2. Cross sections of the stream at 100 ft maximum intervals (approximately 36 cross sections).
 - 2.2.4.3. Prepare a base map of existing conditions with an aerial photograph base. Survey and geospatial data will be downloaded and combined with other acquired data (i.e. 2-foot topography and property boundaries) to produce the base plan. The base plan will show plan and profile of the stream, topography, property boundaries, easements, stream cross section locations, stream geometry (thalweg, top/bottom of bank, bankfull, etc.), structures, utilities, centerline with stationing, sediment sampling locations, 10-year & 100-yr floodplain elevations, floodway boundary, and wetland boundaries. Stream cross sections will also be provided.

2.3. Concept Plan Development:

- 2.3.1. Consider implications to the Village Water Reclamation Center (WRC).
- 2.3.2. Assess outfall structures for remediation.
- 2.3.3. Prepare Alternative Concept Plans (minimum two, maximum three) for the Phase Ib bank stabilization study area that will show potential options that meet the goals of the project and how these align with potential grants or other funding sources.
- 2.3.4. Determine preliminarily easements (temporary and permanent) or right of entry that is needed to construct the project.
- 2.3.5. Provide an Engineer's Opinion of Probable Construction Cost on all the Alternative Concept Plans.
- 2.3.6. Prepare one recommended alternative Concept Plan based on comments from the Village.



2.3.7. If needed recalculate an Engineer's Opinion of Probable Construction Cost on the Recommended Concept Plan.

2.3.8. Identify hurdles and challenges that must be overcome with recommendations to address them.

2.4. Agency Permitting

2.4.1. Based on the recommended alternative Concept Plan, Consultant shall prepare the permitting strategy for the project.

2.4.2. Prepare list of required agency approvals for the Concept Plan.

2.4.3. Prepare likely schedule of obtaining required permits for the project.

2.5. Funding & Grant Applications

2.5.1. Identify possible partnerships.

2.5.2. Assess grant eligibility and other funding prospects.

2.5.3. Develop strategies to increase grant funding potential.

2.5.4. Prepare schedule for completing grant applications.

2.5.5. Perform any calculations necessary for the grant applications, e.g. pollutant load reductions.

2.5.6. Obtain and prepare grant applications for IEPA Section 319 and DPC WQIP. ERA will investigate the requirements for the FEMA PDM to see if any portions of the project meet.

Deliverables

ERA will prepare and submit a final Report (1 original in native electronic file versions and 1 pdf) at <http://goo.gl/7riFOv> with the following:

- Site Tour Evaluation
- Wetland Delineation Report
- Sediment Analysis
- Base Map
- WRC Implications
- Outfall Structure Remediation Assessment
- Preliminary Easement/Right of Entry Determinations
- Alternative Concept Plans with Engineer's Opinion of Probable Construction Cost
- Recommended Concept Plan with Engineer's Opinion of Probable Construction Cost
- Quantification of Public & Private Benefits
- Cost Allocation Alternatives
- Permitting Strategy
- Agency Approval List
- Anticipated Permitting Schedule
- List of Partnership Possibilities
- Assessment of Grant Eligibility & Other Funding Prospects
- Grant Funding Strategies
- Grant Application Schedule
- IEPA Section 319, DPC WQIP and FEMA PDM Grant Applications



Schedule

The work described in this agreement will be performed in accordance with the attached schedule and as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached schedule. Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached table.

Please send payment(s) to:

3s701 West Ave., Suite #150, Warrenville IL 60555

Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed proposal will serve as authorization to proceed with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for civil engineering and land surveying services.

If you have any questions, please contact me at 630-393-3060x23 or mmichalisko@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE
Marty Michalisko
Marty Michalisko, PE, CFM

ERP/kkp
Attachments
Enclosure



Exhibit 1

Acceptance & Authorization Form – August 2, 2016 Proposal
Concept Design & Grant Application Services for Klein Creek Stream Bank Stabilization Project

Engineering Resource Associates, Inc.

Village of Carol Stream

Marty Michalisko

Authorized Signature
Marty Michalisko, PE, CFM
Printed Name and Title

Authorized Signature

Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f

Date

Please Provide Contact Information:

Mailing Address:
(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:

Email USPS Mail Email & USPS Mail

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above):

Note any billing procedures/forms:

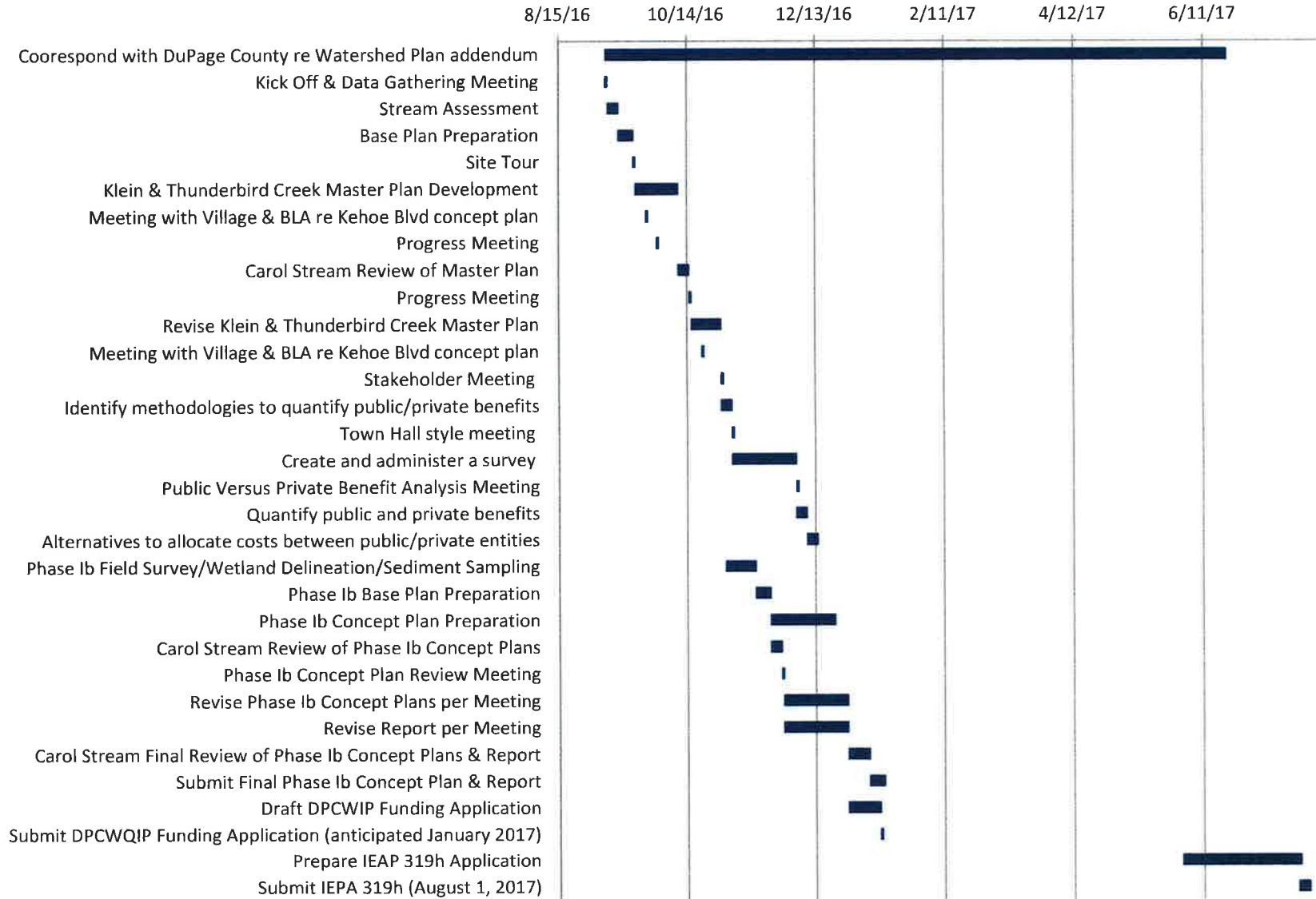


Manhour and Cost Budget
Village of Carol Stream
Concept Design & Grant Application Services for Klein Creek Stream Bank Stabilization Project

Prepared By
 Engineering Resource Associates, Inc.
 Tuesday, August 23, 2016

TASKS	PD	PM	ESD	DE/GIS	EE	SCC/PLS	SCT	TOTAL	%OF	TOTAL	
	JM	MM	EP	MM/CF	AK	Tim	RT	CL	HRS	COST	
	\$184.24	\$154.00	\$120.40	\$100.80	\$100.80	\$114.80	\$100.80	\$66.50			
Phase Ia	66	55	43	36	36	41	36	24			
1.1 Meetings/Coordination	1	24	22	0	14	0	0	0	61	13.4%	\$7,940
1.2 Data Gathering/Review	0	1	2	4	12	0	0	0	19	4.2%	\$2,008
1.3 Klein & Thunderbird Creek Master Plan	1	10	12	18	30	0	32	0	103	22.6%	\$11,233
1.4 Public Versus Private Benefit Analysis	0	16	10	60	0	0	0	0	86	18.9%	\$9,716
Phase Ib											
2.1 Meetings & Coordination	0	2	2	0	2	0	0	0	0	0.0%	\$750
2.2 Data Gathering/Survey	1	3	7	1	26	40	24	0	102	22.4%	\$11,222
2.3 Concept Plan Development	2	8	8	0	32	0	32	0	82	18.0%	\$9,015
2.4 Agency Permitting Strategy/Schedule	0	2	2	4	4	0	0	0	12	2.6%	\$1,355
2.5 Funding & Grant Strategy/Schedule/Applications	1	6	4	0	40	0	0	0	51	11.2%	\$5,622
Project Totals	6	72	69	87	160	40	88	0	455	100.0%	
	1.3%	15.8%	15.2%	19.1%	35.2%	8.8%	19.3%	0.0%	100.0%		
SUBTOTAL: \$58,861											
Direct Costs (0% Markup)											
Printing										\$500	
Shipping										\$150	
Mileage										\$350	
SUBTOTAL: \$1,000											
Direct Costs (0% Markup)											
1. Sediment Seive Analysis										\$500	
Rubino Engineering, Inc. (5 sample locations)										\$500	
2. Threatened & Endangered Species ECOCAT Consultation										\$500	
IDNR Fee										\$500	
SUBTOTAL: \$1,000											
TOTAL (not-to-exceed): \$59,861											

Klein Creek Section I Stream Bank Stabilization Project Schedule



PROFESSIONAL SERVICES AGREEMENT

Klein Creek Section I Stream Bank Stabilization Project Engineering Concept Design & Grant Application Services For The Village of Carol Stream

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Consultant")

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into a Agreement to formalize their relationship; and

WHEREAS, the Village requested qualifications (hereinafter referred to as the Request for Qualifications or RFQ), attached hereto as ATTACHMENT #1, from the Consultant to perform professional engineering services including but not limited to programming, planning, concept design, preliminary cost estimating and preparation of grant applications for the Klein Creek Section I Stream Bank Stabilization Project (Project); and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #2, and, after negotiations, Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set out in their statement of qualifications (SOQ) and Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, pursuant to the Village of Carol Stream Purchasing Manual the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

B. TIME OF PERFORMANCE

The Consultant shall provide the engineering services, complete the concept design, preliminary construction cost estimate, grant applications and submit all deliverables in accordance with the anticipated project schedule as developed by the Consultant and made part of the Proposal, but no later than July 27, 2016. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

D. COMPENSATION

The Village shall pay the Consultant in accordance with ATTACHMENT #2 (Compensation and Method of Payment of the Consultant's Proposal) of the Agreement for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred.

E. RECORDS

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and

outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

F. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

G. TERMINATION

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;

- c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in construction of a project or provided services, Consultant shall be obligated to correct any and

all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

I. CHANGES, AMENDMENTS, MODIFICATIONS

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

J. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

K. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

L. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in replying to this RFQ or Proposal.

N. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

P. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

Q. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

R. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section

33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

Y. DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

Z. INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

AA. NON-COLLUSION

By submission of this Proposal, the Consultant certifies that:

1. This Proposal has been independently arrived at without collusion with any other consultant or with any competitor or potential competitor;
2. This Proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the award of the contract Agreement for this Project, to any other consultant, competitor, or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a proposal or to fix overhead, profit, or cost element of said proposal, or that of any other or to secure any advantage against the Village;
4. The person, signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth

thereof, such penalties being applicable to the Consultant as well as to the person signing in its behalf;

5. By this signing Proposal on behalf of the Consultant, he deposes and says that he is the party making the foregoing Proposal for the Project and that such Proposal is genuine and not collusive and that all stats herein are true.

BB. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

CC. AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

DD. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

EE. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. This rating requirement shall be waived for Worker's Compensation coverage only.
3. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any subconsultant to commence work on his

subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

4. Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
5. Commercial General Liability Insurance: The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
6. Insurance Covering Special Hazards: Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of

\$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

8. Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

FF. COMPLETE AGREEMENT

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

GG. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: James Knudsen
 Village Engineer
 Village of Carol Stream
 500 North Gary Avenue
 Carol Stream, IL 60188
 engineeringervices@carolstream.org

If to Consultant:

HH. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement together with the Statement of Qualifications and the Consultant's Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement, excluding the Statement of Qualifications, its amendments and the Consultant's Proposal; second priority shall be given to the provisions of the Consultant's Proposal, excluding the Statement of Qualifications and its amendments; and third priority shall be given to the provisions of the Statement of Qualifications and its amendments.

II. INTERPRETATION, ENFORCEMENT & DISPUTES

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in DuPage County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Statement of Qualifications (SOQ)

ATTACHMENT #2, Consultant's Proposal (Proposal)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE

By: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Title: _____

Date: _____

CAROL STREAM PUBLIC LIBRARY

616 Hiawatha Drive • Carol Stream, IL 60188
(630) 653-0755 • FAX (630) 653-6809

August 22, 2016

Joseph Breinig, Village Manager
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL. 60188

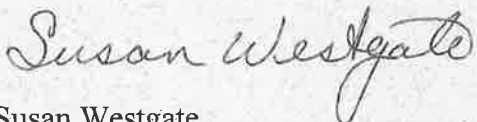
Re: Annual Statement of Revenues and Expenditures & Changes in Fund Balances

Dear Mr. Breinig:

Enclosed is the certification from *The Daily Herald* verifying that the "Carol Stream Public Library Statement of Revenue and Expenditures and Changes in Fund Balances" for Fiscal Year ended April 30, 2016, was published on August 18, 2016. Along with this is a notarized certificate from the Library Treasurer, and a copy of the Annual Statement.

Should you require any further information, please do not hesitate to contact me.

Sincerely,



Susan Westgate
Library Director

CAROL STREAM PUBLIC LIBRARY
STATEMENT OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR FISCAL YEAR ENDED APRIL 30, 2016

Details of Revenues and Expenditures are on file at the Carol Stream Public Library, 616 Hiawatha Drive, Carol Stream, Illinois 60188.

I, Nancy Bagdonas, Treasurer of the Board of Library Trustees of the Village of Carol Stream, Illinois, do swear that the foregoing statement is true and correct to the best of my knowledge and belief.

Signed: Nancy Bagdonas
Nancy Bagdonas, Treasurer
Board of Library Trustees

Date: 8-15-2016

Subscribed and sworn to me this 15 day of August, 2016.

Notary Public:

My Commission expires: 9/28/16



Published in *The Daily Herald*, a newspaper of general distribution

This 18th day of August, 2016.

CAROL STREAM PUBLIC LIBRARY
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
May 1, 2015 through April 30, 2016

GENERAL FUND

Fund Balance – Beginning	\$3,543,198
 <u>Revenues</u>	
Taxes	\$3,109,342
Fines and Fees	43,317
Intergovernmental	0
Interest	17,567
Miscellaneous	10,322
Total Revenues	3,180,548
 <u>Expenditures</u>	
Salaries/Benefits	1,965,871
Plant Maintenance	129,649
Business	120,654
Automation & Dept. Operations	160,768
Services	98,202
Collection Development	413,674
Total Expenditures	2,888,818
 Transfer In from Working Cash Fund	 193
Transfer (Out) to CM&R Fund	(1,200,000)
 Fund Balance – Ending	 \$2,635,121

Payments to vendors: Access One, Inc. \$6,188.40; Action Lock & Key, Inc. \$3066.59; Allied Barton Security Services LLP \$15,359.69; AMAZON/SYNCB \$8,334.26; Baker & Taylor \$124,450.37; Braindunk, LLC \$11,112.76; Bridgeall Libraries Limited \$8,475.00; CDW Governmental Inc. \$21,254.00; Center Point for Large Print Books \$2,617.20; ComEd \$30,531.68; Complete Cleaning Co. Inc. \$21,725.00; Creekside Printing \$24,700.59; D K Agencies Ltd. \$2,510.20; Demco, Inc. \$4,306.93; Dewberry Architects, Inc. \$9,499.06; Ebsco Information Services \$27,571.43; Everbank Commercial Finance, Inc. & 9,772.92; Findaway World, LLC \$10,854.18; Gale/CENGAGE Learning \$43,760.82; Garvey's Office Products \$3,766.54; Graphic III Papers, Inc. 2,832.38; Hartford \$6,878.00; Heritage technology Solutions \$45,174.54; Hoopla by Midwest Tape \$3,234.68; IHLS-OCLC \$6,636.14; Illinois Library Association \$3,290.00; Illinois Tree Service \$2,600.00; Impact Networking, LLC \$5,814.18; Infogroup \$10,805.00; Ingram Library Services \$9,167.68; Innovation Experts \$11,700.00; lynda.com, Inc. \$7,000.00; MAGIC \$59,579.80; Management Association of Illinois \$4,345.00; Mango Languages \$6,062.22; McClure, Inserra & Company Chartered \$13,141.00; Midwest Tape \$71,276.41; OfficeSupply.com \$2,605.70; Outsource Solutions Group, Inc. \$20,379.84; OverDrive, Inc. \$22,015.46; Paylocity \$7,076.02; PermaBound Books \$4,934.33; Pitney Bowes-Reserve Account \$6,500.00; PNC Bank \$48,302.56; Precision Control Systems of Chicago, Inc. \$15,903.96; ProQuest LLC \$12,896.00; Reaching Across Illinois Library System (RAILS) \$6,249.50; Recorded Books, LLC \$15,538.57; Scholastic Digital Products \$6,996.00; Scholastic, Inc. \$7,213.25; Sebert Landscaping, Inc. \$20,340.00; Sikich LLP \$8,512.00; Today's Business Solutions, Inc. \$3,970.00; Travelers \$2,754.00; Tyco-Integrated Security, LLC \$2597.95; U.S. Postal Service, Bulk Mail Accounting \$16,965.00; UniFirst Corporation \$6,249.74; Utica National Insurance Group \$15,167.00; Value Line Publishing LLC \$4,475.00; Village of Carol Stream – Benefits \$247,648.23; Village of Carol Stream – IMRF \$197,985.08; Village of Carol Stream-Water Dept. \$4,030.61; Wells Fargo \$5467.00.

Payroll: Under \$25,000-Albers, Adriana; Berger, Janet; Bierman, Lynn; Boucher, Barbara; Boyd, Calvin; Brossard, Sallee; Carli, Sarah; Celiberti, Cathy; Cole, Sarah; DeYoung, Stephanie; Driscoll, John; Dubuque, Duane; Dwyer, Grace; Farrell, Joyce; Fonseca, Antonio; Geshkewich II, Joseph; Greco, Daniel; Haque, Sufia; Harwood, Robin; Hayes, Carol; Hycner, Theresa; Jeffries, Madeline; Johnson, Melanie; Krueger, Heidi; Kyle-DiPietropaolo, Maryanne; Link, Brian; Marx, Aimee; May, Jessica; McFarland, Carol; Medearis, Catherine; Olekanma, Vera; Pancoe, Ellen; Patel, Bindiya; Pofelr, Grace; Porch, Allison; Segó, Karen; Shah, Shilpa; Shaw, Catherine; Smith, Marlys; Stanton, Katherine; Steadman, John; Stimmell, Danielle; Turner, Victoria; Venegas, Francine; Waalen,

Brian; Walek, Cheryl; Woods, Jennifer; Zafar, Miriam; \$25,000 to \$49,999.99 – Anderson, Ronald; Brien, Christopher; Dexheimer, Steve; Donchenko, Donna; Gardner, Amanda; Grude, Susan; Karney, Richard; Kellner, Krista; Kovac, Sarah; Kushad, Omar; Link, Kimberly; Magnus, Mary; Masnovi, Dani; Menzer, Kathie; Pellico, Mary; Schwander, Tanya; Wagner, Nathaniel; Walther, Renee; \$50,000 to \$74,999.99 – Boe, Regina; Cain, Jeri; McCallum, Sue; Meehan, Clare; Teske, Amy; \$75,000 to 99,999.99 – Clemens, Mary; Hays, Laura; \$100,000 to \$124,999.99 - Westgate, Susan.

FICA FUND

Fund Balance – Beginning	143,131
<u>Revenues</u>	
Taxes	105,602
Interest	569
Total Revenues	106,171
<u>Expenditures</u>	
FICA	128,977
Total Expenditures	128,977
Fund Balance – Ending	120,325
Cash Disbursements: Payroll Federal Deposit FICA \$128,977	

IMRF FUND

Fund Balance – Beginning	160,568
<u>Revenues</u>	
Taxes	224,404
Interest	640
Total Revenues	225,044
<u>Expenditures</u>	
IMRF	197,985
Grace Dwyer	13
Total Expenditures	197,998
Fund Balance – Ending	187,614
Cash Disbursements: Grace Dwyer \$12.53, Village of Carol Stream (IMRF) \$197,985.08	

LIABILITY INSURANCE FUND

Fund Balance – Beginning	30,948
<u>Revenues</u>	
Taxes	28,431
Interest	120
Other income	36,906
Total Revenues	65,457
<u>Expenditures</u>	
Liability Insurance	16,499
Risk Management	3,615

Unemployment Insurance	2,424
Total Expenditures	22,538

Fund Balance – Ending	73,867
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Payments to vendors: Hartford \$6,878, LIMRiCC Unemployment Compensation Group \$2,423.54, Travelers \$2754.00, Tyco-SimplexGrinnell \$1,017.12, Tyco-Integrated Security, LLC \$2597.95, Utica National Insurance Group \$6867.00

AUDIT FUND

Fund Balance – Beginning	911
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Revenues

Taxes	14,216
Interest	4
Total Revenues	14,220

Expenditures

Audit	8512
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Fund Balance – Ending	6619
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Payments to vendors: Sikich LLP \$8,512.

CAPITAL MAINTENANCE & REPAIR FUND

Fund Balance – Beginning	1,169,827
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Revenues

Interest	1540
Transfer in from General Fund	1,200,000
Total Revenue	1,201,540

Expenditures

Major Repairs	-
Other Capital Expenditures	54,975
Total Expenditures	54,975

Fund Balance – Ending	2,316,392
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Payments to vendors: Illinois Tree Service \$2,600.00, Impressions in Stone \$171.59; Heritage Technology Systems \$45,174.54; Sebert Landscaping \$7,029

WORKING CASH FUND

Fund Balance – Beginning	48,361
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Revenues

Interest	193
Transfer (Out) to General Fund	(193)
Fund Balance – Ending	48,361

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AGENDA ITEM
L-1 9-6-16

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
PWKS FAX LINE AUGUST/2016	9.02	01652800-52230	TELEPHONE	0515689283001 AUG	
	<u>9.02</u>				
AMERICAN ROAD MAINTENANCE					
2016 ASPHALT REJUV PROJECT	-8,672.06	11-21344	RETAINAGE AMERICAN ROAD MAIM16010		20170003
	86,720.55	11740000-55486	ROADWAY CAPITAL IMPROVEMENTM16010		20170003
	<u>78,048.49</u>				
B & B CONCRETE LIFTING INC					
MUDJACKING SERVICE	1,720.00	01670500-52272	PROPERTY MAINTENANCE	34	
	<u>1,720.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLUMBING INSP'S JULY	1,413.60	01643700-52253	CONSULTANT	44658	
	<u>1,413.60</u>				
BAXTER & WOODMAN INC					
WRC NPDES COMPLIANCE STUD- 7/17-8/19	6,049.07	04101100-52253	CONSULTANT	0187592	20170006
	<u>6,049.07</u>				
BEARY LANDSCAPING					
LANDSCAPE MTC CONTRACT-JULY	15,825.43	01670400-52272	PROPERTY MAINTENANCE	28720	20170008
	<u>15,825.43</u>				
C J INCROCCI					
CLASS FRM 6/27 -9/04 2016	2,200.00	01662700-52223	TRAINING	REIMB-TUITION	
	<u>2,200.00</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS JULY/2016	400.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS JULY/16	
PERMITS JUNE/2016	160.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS JUNE/16	
	<u>560.00</u>				

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C S PUBLIC LIBRARY					
PRRT FOR THE COLLECTION JULY/2016	6,231.76	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT JULY/2016		
	<u>6,231.76</u>				
CANON FINANCIAL SERVICES INC					
ADMIN COPIER THRU AUG/16	859.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCL6374110		
	<u>859.00</u>				
CAROL STREAM HISTORICAL SOCIETY					
PRO RATE SHR -SUMMER CONCERT RAFFLE PROC	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
CAROL STREAM PARKS FOUNDATION					
PRO RATE SHR- SUMMER CONCERT RAFFLEW PR	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
CAROL STREAM WOMAN'S CLUB					
PRO RATE SHR -SUMMER CONCERT RAFFLE PROC	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
CH2MHILL OMI					
1ST YR OF 10YR CONTRACT WRC-OCT	136,667.75	04101100-52262	WRC CONTRACT	64042	20170010
	<u>136,667.75</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV'S JUN 26- JUL 30 (295 KUHN ORGANIC	2,256.00	01620600-52253	CONSULTANT	130988	
PROF SRV'S JUN 26- JUL 30 (C&C POWER)	2,559.50	01620600-52253	CONSULTANT	130990	
PROF SRV'S JUN 26- JUL 30 (DERMODY PROP)	7,059.00	01620600-52253	CONSULTANT	130986	
PROF SRV'S JUN 26- JUL 30 (KANI DONUTS)	1,496.25	01620600-52253	CONSULTANT	130987	
PROF SRV'S JUN 26-JUL 30 (JB PROPERRTY DEV)	2,230.50	01620600-52253	CONSULTANT	130989	
	<u>15,601.25</u>				

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COMED					
100 DELLA CT	15.01	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 9/9/16	
1015 LIES RD	32.61	04201600-53210	ELECTRICITY	2514004009 7/18/16	
1015 LIES RD	35.17	04201600-53210	ELECTRICITY	2514004009 8/16/16	
1025 LIES RD LITE R-25	210.24	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 8/16/16	
1025 LIES RD LITE R-25	223.68	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 7/18/16	
1128 EVERGREEN TRL	63.61	04101500-53210	ELECTRICITY	0291093117 08/18/16	
1345 GEORGETOWN CONTROLLER	19.34	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 8/19/16	
1348 CHARGER CT	311.05	04101500-53210	ELECTRICITY	2496057000 8/18/16	
1348 CHARGER CT	328.73	04101500-53210	ELECTRICITY	2496057000 7/18/16	
1350 TALL OAKS DR	44.10	04101500-53210	ELECTRICITY	2073133107 8/17/16	
1415 MAPLE RIDGE	215.72	01670600-53210	ELECTRICITY	5838596003 8/18/16	
301 ANTELOPE TR	64.47	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 8/17/16	
333 FULLERTON AVE	765.44	04201600-53210	ELECTRICITY	0300009027 8/17/16	
391 FLINT TRL	52.15	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 8/17/16	
391 ILLINI DR	116.16	01670600-53210	ELECTRICITY	4430145023 8/17/16	
403 SIOUX LN	17.61	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 8/18/16	
403 SIOUX- STREET LIGHTS	16.79	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 7/18/16	
451 SILVERLEAF BLVD	37.68	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 8/17/16	
491 CHEYENNE TRL	17.39	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 8/18/16	
500 N GARY CONTROLLER LITE RT 25	125.01	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 8/17/16	
506 CHEROKEE CT	41.99	01670300-53213	STREET LIGHT ELECTRICITY	31530336011 8/17/16	
512 CANYON TRL	17.06	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 8/18/16	
594 NEZ PERCE	50.94	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 8/18/16	
796 PAWNEE DR CONTROLLER	69.70	01670300-53213	STREET LIGHT ELECTRICITY	2264121040 8/17/16	
850 LONGMEADOW DR AERATOR	132.95	01670600-53210	ELECTRICITY	1865134015 8/17/16	
867 SHENANDOAH DR AERATOR	19.60	01670600-53210	ELECTRICITY	4483019016 8/17/16	
879 DORCHESTER DR AERATOR	127.54	01670600-53210	ELECTRICITY	0803155026 8/17/16	
880 PAPOOSE CT	95.92	01670300-53213	STREET LIGHT ELECTRICITY	0822115042	
990 DEARBORN CIR	57.45	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 8/17/16	
END THORNHILL - COMM PARK	68.61	01670600-53210	ELECTRICITY	6337409002 8/16/16	

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END THORNHILL -COMM PARK	73.84	01670600-53210	ELECTRICITY	6337409002 7/18/16	
MASTER STREET LIGHT ACCT	631.32	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 8/19/16	
RED LIGHT CAMERA	37.83	01662300-52298	ATLE SERVICE FEE	4202129060 8/17/16	
SW MORTON & LIES (MASTER)	189.41	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 8/25/16	
	4,326.12				
CONSTELLATION NEW ENERGY					
124 GERZEVSKE, E SIDE PAS	2,188.15	04201600-53210	ELECTRICITY	345956210001 8/23/16	
200 TUBEWAY LIFT STATION	311.60	04101500-53210	ELECTRICITY	0034339498001 8/2016	
300 KUHN RD W SIDE PAS	2,243.20	04201600-53210	ELECTRICITY	0034595553 8/23/16	
	4,742.95				
CREST CONSULTING ENGINEERS P.C					
STRUCTUAL ENGR SRV GARAGE BEAM-JULY	4,380.66	01670400-52244	MAINTENANCE & REPAIR	16451-02	20170014
	4,380.66				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SERVICES SEPTEMBER	860.00	01670100-52276	JANITORIAL SERVICES	23957	
CLEANING SERVICES SEPTEMBER	1,385.00	01680000-52276	JANITORIAL SERVICES	23957	
	2,245.00				
DAVID G BAKER					
VLG BOARD MTG TELECAST SERVICES	110.00	01590000-52253	CONSULTANT	081516	
	110.00				
DFI TOTAL BUSINESS SOLUTIONS					
AP CHECK STOCK	198.96	01612900-53315	PRINTED MATERIALS	16070647	
	198.96				
DUPAGE COUNTY CLERK					
REGIS FOR NOTARY BRIAN CLUEVER	10.00	01662700-52234	DUES & SUBSCRIPTIONS	NOTARY -B CLUEVER	
REGISTRATION OF NOTARY	10.00	01662700-52234	DUES & SUBSCRIPTIONS	KURT SCHNEIDER	
	20.00				

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DUPAGE SENIOR CITIZEN COUNCIL					
DISPOSITION -SUMMER CONCERT RAFFLE PROCE	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCH- JULY/2016	564,259.20	04201600-52283	DUPAGE CTY WATER COMMISSION	1426	
	<u>564,259.20</u>				
ECS MIDWEST, LLC					
SOIL TESTING	6,700.00	11740000-55490	VILLAGE HALL RENOVATION	541234	
	<u>6,700.00</u>				
GOVTEMPSUSA LLC					
OFFICE MGR 8/14/16	1,419.20	01590000-52253	CONSULTANT	2046116	
OFFICE MGR 8/7/16	1,419.20	01590000-52253	CONSULTANT	2046115	
	<u>2,838.40</u>				
HD SUPPLY WATERWORKS LTD					
6 RPLMNT WATER METERS	8,310.00	04201400-53333	NEW METERS	F938750	20170011
	<u>8,310.00</u>				
HUMANITARIAN SERVICE PROJECT					
PRO RATE SHR -SUMMER CONCERT RAFFLE PROX	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
I P E L R A					
2016 ANNUAL CONFERENCE C REBHOLZ	375.00	01600000-52223	TRAINING	OCT 23-26 REGIS	
	<u>375.00</u>				
ILLINOIS POWER MARKETING					
300 BENNETT DR- LIGHTS	1,833.96	01670300-53213	STREET LIGHT ELECTRICITY	105438416081 8/23/16	
	<u>1,833.96</u>				

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INTERFAITH FOOD PANTRY					
PRO RATE SHR -SUMMER CONCERT RAFFLE PROC	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
IPSWITCH INC					
APPL, SYSTEM & NETWRK MONITOR 8/2016-9/2	4,071.66	01652800-52255	SOFTWARE MAINTENANCE	IN580827	
	<u>4,071.66</u>				
KANE COUNTY CLERK					
NOTARY REGIS FOR COUNTY	11.00	01660100-52234	DUES & SUBSCRIPTIONS	JOHN JUNGERS	
	<u>11.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNCEL - JULY/2016	41.00	21500000-52238	LEGAL FEES	184265 8/15/16	
GENERAL COUNCEL - JULY/2016	102.50	11740000-52238	LEGAL FEES	184265 8/15/16	
GENERAL COUNCEL - JULY/2016	205.00	01510000-52238	LEGAL FEES	184265 8/15/16	
GENERAL COUNCEL - JULY/2016	205.00	04200100-52238	LEGAL FEES	184265 8/15/16	
GENERAL COUNCEL - JULY/2016	1,988.50	11740000-55490	VILLAGE HALL RENOVATION	184265 8/15/16	
GENERAL COUNCEL - JULY/2016	2,152.50	04100100-52238	LEGAL FEES	184265 8/15/16	
GENERAL COUNCEL - JULY/2016	8,387.76	01570000-52238	LEGAL FEES	184265 8/15/16	
	<u>13,082.26</u>				
LAUTERBACH & AMEN, LLP					
FY16 GASB45 FULL ACTUARIAL SERVICE	4,200.00	01612900-52254	ACTUARIAL	17623	
	<u>4,200.00</u>				
LEONARD M BULAT					
RPR/RPL DECALS -SRO VEH #692	550.00	01662700-52244	MAINTENANCE & REPAIR	16-306	
	<u>550.00</u>				

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MR SITCO					
METER READING- AUGUST	1,768.96	04103100-52221	UTILITY BILL PROCESSING	2016018	
METER READING- AUGUST	1,768.96	04203100-52221	UTILITY BILL PROCESSING	2016018	
	<u>3,537.92</u>				
NAPA AUTO CENTER					
VARIOUS PARTS	54.36	01696200-53316	TOOLS	11007487 JULY	
VARIOUS PARTS	119.90	01670400-53317	OPERATING SUPPLIES	11007487 JULY	
VARIOUS PARTS	119.90	04101500-53317	OPERATING SUPPLIES	11007487 JULY	
VARIOUS PARTS	159.39	01696200-53317	OPERATING SUPPLIES	11007487 JULY	
VARIOUS PARTS	188.72	01670200-53350	SMALL EQUIPMENT EXPENSE	11007487 JULY	
VARIOUS PARTS	3,632.56	01696200-53354	PARTS PURCHASED	11007487 JULY	
	<u>4,274.83</u>				
NEIGHBORHOOD FOOD PANTRIES					
PRO RATE SHR- SUMMER CONCERT RAFFLE PROJ	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
NICOR					
CHARGER CT	88.97	04101500-53230	NATURAL GAS	8660601178 8/9/16	
TUBEWAY DR	33.00	04101500-53230	NATURAL GAS	14309470202 8/26/16	
WELL #4	23.99	04201600-53230	NATURAL GAS	13811210007 8/8/16	
	<u>145.96</u>				
NORTHWEST POLICE ACADEMY					
ED SAILER -SEPT/16 THRU JUN/17	50.00	01660100-52234	DUES & SUBSCRIPTIONS	2016/17 DUES	
	<u>50.00</u>				
NORVILLA LLC					
2016 DRAINAGE IMPRV PROJECT	-6,917.29	11-21120	RETAINAGE - NORVILLA, LLC	APPL #1	20170016
2016 DRAINAGE IMPRV PROJECT	138,345.78	11740000-55488	STORMWATER UTILITIES	APPL #1	20170016
	<u>131,428.49</u>				

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OUTREACH COMMUNITY CENTER					
PRO RATE SHR - SUMMER CONCERT RAFFLE PRO	330.00	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>330.00</u>				
PAT MCDONALD					
RETIREMENT PIC'S T MILLER, C RANWEILER	200.00	01662700-53317	OPERATING SUPPLIES	131	
	<u>200.00</u>				
PERSPECTIVES					
QTR CHRГ THRU NOV EAP SRV'S	1,149.72	01600000-52273	EMPLOYEE SERVICES	84581	
	<u>1,149.72</u>				
PETTY CASH					
REIMBURSEMENTS THRU AUGUST	804.15	01-10307	PETTY CASH	PETTY CSH -AUGUST	
	<u>804.15</u>				
REFUNDS MISC					
ONLINE TICKET PAID TWICE	20.00	01000000-45402	ORDINANCE FORFEITS	#234092	
REFUND -JOSE ZAVALA PEREZ RECEIPT #1410892	75.00	01000000-47407	MISCELLANEOUS REVENUE	BASSET CLS 8/18/16	
RENTAL LIC OVR PYMNT	25.00	01000000-42309	RENTAL LICENSING PROGRAM	728 BUFFALO RFND	
	<u>120.00</u>				

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REFUNDS PRESERVATION BONDS					
5-SANITARY BOND REFUNDS	5,000.00	01-24302	ESCROW - GRADING	SANITARY BND RFNDS	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	625 GLEN FLORA DR	
DRIVEWAY/WALK BOND REFUND	300.00	01-24302	ESCROW - GRADING	987 SPLIT RAIL DR	
EROSION DEPOIST BOND REFUND	100.00	01-24302	ESCROW - GRADING	1399 JASON CR	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	1184 WINDING GLENMIC	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	1200 HILLCREST DR	
SANITARY BOND REFUND	1,000.00	01-24302	ESCROW - GRADING	1N652 FISHER LN	
SEWER BOND REFUND	1,000.00	01-24302	ESCROW - GRADING	1N563 GOLF	
SHED/PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	775 STANFORD LN	
SIDEWALK BOND REFUND	200.00	01-24302	ESCROW - GRADING	1027 BEDFORD	
	8,500.00				
REFUNDS TAX STAMPS					
OVR CHRGD TX STP 1157 PLYMOUTH	15.00	01000000-47602	OVER/SHORT	TX STP 27928	
STAMP #27900 REFUND	1,047.00	01000000-41208	REAL ESTATE TRANSFER TAX	921 ROCKY VALLEY	
TAX STAMP #27847 REFUND	840.00	01000000-41208	REAL ESTATE TRANSFER TAX	1070 COUNTRY GLEN	
TAX STP #27915 REFUND	900.00	01000000-41208	REAL ESTATE TRANSFER TAX	1073 BUCKINGHAM	
	2,802.00				

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REFUNDS W&S FINALS					
	1.03	04-12110	ACCOUNT RECEIV WATER & SEWER	4830	
	7.91	04-12110	ACCOUNT RECEIV WATER & SEWER	1434	
	16.77	04-12110	ACCOUNT RECEIV WATER & SEWER	5973	
	49.40	04-12110	ACCOUNT RECEIV WATER & SEWER	4830	
	49.44	04-12110	ACCOUNT RECEIV WATER & SEWER	1640	
	54.72	04-12110	ACCOUNT RECEIV WATER & SEWER	2942	
	66.24	04-12110	ACCOUNT RECEIV WATER & SEWER	7591	
	73.56	04-12110	ACCOUNT RECEIV WATER & SEWER	9236	
	366.43	04-12110	ACCOUNT RECEIV WATER & SEWER	3412	
	387.60	04-12110	ACCOUNT RECEIV WATER & SEWER	4541	
	160.27	04-12110	ACCOUNT RECEIV WATER & SEWER	9309	
	1,233.37				
RICHARD B MCCREARY					
REPAIR OF LASER UNIT TSOO7222	1,328.00	01662700-53350	SMALL EQUIPMENT EXPENSE	19800	
REPAIR OF LASER UNIT UXO15023	90.00	01662700-53350	SMALL EQUIPMENT EXPENSE	20881	
	1,418.00				
RUSH TRUCK CENTERS					
MUFFLER ASM EXHAUST	429.56	01696200-53354	PARTS PURCHASED	3003471183	
PARTS	22.08	01696200-53354	PARTS PURCHASED	3003471179	
PARTS	93.73	01696200-53354	PARTS PURCHASED	3003663990 8/25/16	
PARTS	490.61	01696200-53353	OUTSOURCING SERVICES	3003434512 8/3/16	
TRANSMIT	90.66	01696200-53354	PARTS PURCHASED	3003600796	
VARIOUS PARTS	165.40	01696200-53354	PARTS PURCHASED	3003528952	
	1,292.04				
RYDIN DECAL					
2017/18 TEMP DISABLED HANG TAGS	283.95	01612900-53315	PRINTED MATERIALS	323405	
	283.95				

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SERVICE FORMS & GRAPHICS INC					
REAL EST TRANSFER STAMPS 38534-29533	308.80	01612900-53315	PRINTED MATERIALS	157930	
	<u>308.80</u>				
SIKICH LLP					
AUDIT FEES- FY16	4,000.00	04103100-52237	AUDIT FEES	264406	
AUDIT FEES- FY16	4,000.00	04203100-52237	AUDIT FEES	264406	
AUDIT FEES- FY16	6,000.00	01520000-52237	AUDIT FEES	264406	
	<u>14,000.00</u>				
STANDARD EQUIPMENT COMPANY					
COTTA BOX REBUILD	4,979.79	01696200-53353	OUTSOURCING SERVICES	A46768	
	<u>4,979.79</u>				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT -3 CANDIDATES	450.00	01510000-52228	PERSONNEL HIRING	5358	
	<u>450.00</u>				
TIC TANK INDUSTRY CONSULTANTS					
PLAN REVIEW CRICKET DEC	4,000.00	04200100-52253	CONSULTANT	33636	
	<u>4,000.00</u>				
TRANSYSTEMS CORPORATION					
KUHN RD BIKE EXTN-PH I ENGR-7/16-8/12	3,292.32	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	073016323	20170020
PH I -LIES RD BIKE TRL EXTN 7/16 -8/12	4,444.58	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	07-3016327	20170019
WEST BR/FAIR OAKS RD BIKE	30,416.29	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	03-3014119	20170022
	<u>38,153.19</u>				
TRI R SYSTEMS INC					
SCADA MTC	1,140.00	04101500-52244	MAINTENANCE & REPAIR	004291	
	<u>1,140.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Sept 6, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TYLER TECHNOLOGIES INC					
A/R MODULE TRAINING	637.50	01612900-52255	SOFTWARE MAINTENANCE	045-167908	
	<u>637.50</u>				
U S POSTMASTER					
POSTAGE 8/31/16 WTR BILLS	2,169.14	04203100-52229	POSTAGE	INV 1529 8/31/16	
POSTAGE 8/31/16 WTR BILLS	2,169.15	04103100-52229	POSTAGE	INV 1529 8/31/16	
	<u>4,338.29</u>				
V3 COMPANIES OF ILLINOIS LTD					
TOPOGRAHIC SURVEY	4,000.00	11740000-55490	VILLAGE HALL RENOVATION	716087	
	<u>4,000.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Sept 6, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
PHONE SRV 7/14 -8/13	-249.99	01652800-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	19.99	01662500-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	62.68	01610100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	62.68	01690100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	80.59	01642100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	82.67	01680000-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	100.69	01600000-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	127.70	01662300-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	174.97	01643700-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	176.77	04200100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	232.83	01590000-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	248.99	01652800-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	254.89	04201600-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	276.98	04101500-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	313.40	01662400-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	353.38	01620100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	376.08	01664700-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	505.44	01660100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	544.42	01670100-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	2,080.28	01662700-52230	TELEPHONE	9770357670	
PHONE SRV 7/14 -8/13	4,624.14	01652800-52230	TELEPHONE	9770357670	
	10,449.58				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Sept 6, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEX BANK					
FUEL PURCHASES	0.87	01664700-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	1.09	01662400-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	1.96	01660100-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	15.17	01670100-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	15.18	01670300-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	17.88	01662700-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	18.96	01670600-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	18.96	01670700-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	22.20	01643700-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	22.75	01670500-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	32.23	01670400-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	39.12	01622200-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	39.48	01642100-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	58.69	01620100-53313	AUTO GAS & OIL	46342176	
FUEL PURCHASES	66.36	01670200-53313	AUTO GAS & OIL	46342176	
	370.90				
WHEATON BANK AND TRUST					
WHEATON BANK FEES JULY/2016	311.20	04103100-52256	BANKING SERVICES	7509063 JULY/2016	
WHEATON BANK FEES JULY/2016	311.20	04203100-52256	BANKING SERVICES	7509063 JULY/2016	
WHEATON BANK FEES JULY/2016	809.92	01610100-52256	BANKING SERVICES	7509063 JULY/2016	
	1,432.32				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PHASE SERV'S-JULY	34,418.20	11740000-55490	VILLAGE HALL RENOVATION	0017266	20170024
	34,418.20				
GRAND TOTAL	\$1,165,999.54				

The preceding list of bills payable totaling \$1,165,999.54 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 9/2/14

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Aug 16, 2016 thru Sept 6, 2016

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Aug 1, 2016 thru Aug 14, 2016	556,999.49
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Aug 1, 2016 thru Aug 14, 2016	39,213.78
General	A C H	Wheaton Bank & Trust	Payroll Aug 15, 2016 thru Aug 28, 2016	512,509.39
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Aug 15, 2016 thru Aug 28, 2016	<u>42,564.04</u>
				<u>1,151,286.70</u>

Approved this _____ day of _____, 2016

By: _____
 Frank Saverino Sr - Mayor

 Laura Czarnecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended July 31, 2016

AGENDA ITEM
M-4 9-6-16

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance	
	Jul	Jul	\$	%
Sales Tax	\$ 590,796	\$ 627,063	36,268	6%
Home Rule Sales Tax	330,711	360,464	29,753	9%
State Income Tax	417,098	369,512	(47,586)	-11%
Utility Tax - Electricity	153,757	160,769	7,013	5%
Telecommunications Tax	101,545	96,017	(5,528)	-5%
Fines (Court, Ord., ATLE, Towing)	120,565	114,133	(6,432)	-5%
Natural Gas Use Tax	17,837	16,591	(1,246)	-7%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	243,238	213,833	(29,405)	-12%
Licenses (Vehicle, Liquor, etc.)	37,073	34,958	(2,115)	-6%
Cable Franchise Fees	159,911	49,296	(110,615)	-69%
Building Permits	98,383	52,187	(46,196)	-47%
Fees for Services	47,768	46,007	(1,761)	-4%
Interest Income	465	2,056	1,591	342%
All Other / Miscellaneous	44,068	54,379	10,311	23%
Revenue Totals	2,363,214	2,197,267	(165,948)	-7%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Sales Tax	\$ 1,619,156	\$ 1,866,009	246,852	15%
Home Rule Sales Tax	921,027	1,084,528	163,501	18%
State Income Tax	1,424,557	1,170,080	(254,477)	-18%
Utility Tax - Electricity	432,332	428,175	(4,157)	-1%
Telecommunications Tax	321,475	296,126	(25,349)	-8%
Fines (Court, Ord., ATLE, Towing)	448,586	340,349	(108,237)	-24%
Natural Gas Use Tax	99,867	101,086	1,218	1%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	703,376	686,321	(17,055)	-2%
Licenses (Vehicle, Liquor, etc.)	363,091	358,276	(4,816)	-1%
Cable Franchise Fees	262,484	112,939	(149,545)	-57%
Building Permits	188,132	165,314	(22,818)	-12%
Fees for Services	156,101	154,481	(1,620)	-1%
Interest Income	1,041	5,239	4,198	403%
All Other / Miscellaneous	194,091	171,319	(22,772)	-12%
Revenue Totals	7,135,318	6,940,242	(195,076)	-3%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Sales Tax	\$ 7,750,000	\$ 1,800,826	\$ 1,866,009	65,183	4%
Home Rule Sales Tax	4,415,000	1,025,890	1,084,528	58,638	6%
State Income Tax	4,050,000	1,242,922	1,170,080	(72,842)	-6%
Utility Tax - Electricity	1,870,000	425,159	428,175	3,016	1%
Telecommunications Tax	1,190,000	324,896	296,126	(28,770)	-9%
Fines (Court, Ord., ATLE, Towing)	1,697,000	433,920	340,349	(93,571)	-22%
Natural Gas Use Tax	570,000	99,360	101,086	1,725	2%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	2,616,300	778,901	686,321	(92,580)	-12%
Licenses (Vehicle, Liquor, etc.)	616,400	377,130	358,276	(18,855)	-5%
Cable Franchise Fees	704,000	176,000	112,939	(63,061)	-36%
Building Permits	627,500	204,000	165,314	(38,686)	-19%
Fees for Services	615,800	171,625	154,481	(17,144)	-10%
Interest Income	15,000	3,750	5,239	1,489	40%
All Other / Miscellaneous	1,163,000	301,250	171,319	(129,931)	-43%
Revenue Totals	27,900,000	7,365,629	6,940,242	(425,387)	-6%

EXPENDITURES

Fire & Police Commission	3,225	7,352	4,127	128%
Legislative Board	5,565	2,604	(2,961)	-53%
Plan Commission & ZBA	1,168	251	(917)	-79%
Legal Services	22,168	19,967	(2,200)	-10%
Village Clerk	2,400	2,518	118	5%
Administration	65,417	69,346	3,929	6%
Employee Relations	15,708	19,094	3,386	22%
Financial Management	84,500	113,158	28,657	34%
Engineering Services	79,500	90,628	11,129	14%
Community Development	51,048	78,376	27,328	54%
Information Technology	35,973	79,192	43,218	120%
Police	1,341,215	1,248,348	(92,867)	-7%
Public Works	193,570	284,177	90,606	47%
Municipal Building	24,800	23,040	(1,760)	-7%
Municipal Garage	(8,138)	11,566	19,705	-242%
Transfers and Agreements	-	139,683	139,683	100%
Town Center	17,486	8,500	(8,986)	-51%
Expenditure Totals	1,935,606	2,197,799	262,193	14%
Net Increase / (Decrease)	427,608	(533)	(428,141)	

Fire & Police Commission	7,973	9,146	1,172	15%
Legislative Board	11,646	72,382	60,736	521%
Plan Commission & ZBA	1,403	1,377	(26)	-2%
Legal Services	74,025	63,892	(10,133)	-14%
Village Clerk	8,177	7,761	(416)	-5%
Administration	231,727	238,087	6,360	3%
Employee Relations	65,241	62,726	(2,515)	-4%
Financial Management	244,624	254,272	9,648	4%
Engineering Services	256,924	293,256	36,332	14%
Community Development	204,403	219,814	15,411	8%
Information Technology	126,219	252,835	126,617	100%
Police	3,611,761	3,330,906	(280,854)	-8%
Public Works	785,849	821,057	35,208	4%
Municipal Building	88,248	73,030	(15,218)	-17%
Municipal Garage	7,583	16,788	9,205	121%
Transfers and Agreements	-	139,683	139,683	100%
Town Center	22,737	20,176	(2,561)	-11%
Expenditure Totals	5,748,540	5,877,188	128,647	2%
Net Increase / (Decrease)	1,386,778	1,063,055	(323,723)	

Fire & Police Commission	13,511	3,378	9,146	5,768	171%
Legislative Board	139,890	61,434	72,382	10,948	18%
Plan Commission & ZBA	5,243	1,311	1,377	66	5%
Legal Services	298,000	74,499	63,892	(10,607)	-14%
Village Clerk	38,887	10,240	7,761	(2,479)	-24%
Administration	951,924	237,981	238,087	106	0%
Employee Relations	412,940	103,235	62,726	(40,509)	-39%
Financial Management	920,967	230,242	254,272	24,030	10%
Engineering Services	1,398,163	349,541	293,256	(56,285)	-16%
Community Development	1,127,636	281,909	219,814	(62,095)	-22%
Information Technology	1,087,561	271,890	252,835	(19,055)	-7%
Police	14,218,899	3,554,725	3,330,906	(223,819)	-6%
Public Works	4,195,811	1,048,953	821,057	(227,896)	-22%
Municipal Building	379,063	94,766	73,030	(21,736)	-23%
Municipal Garage	-	-	16,788	16,788	100%
Transfers and Agreements	2,668,500	190,666	139,683	(50,983)	-27%
Town Center	43,005	33,475	20,176	(13,299)	-40%
Expenditure Totals	27,900,000	6,548,244	5,877,188	(671,056)	-10%
Net Increase / (Decrease)	-	817,385	1,063,055	245,669	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended July 31, 2016

	MONTH				YTD				BUDGET					
	Last Year Jul	Current Year Jul	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Water Billings	\$ 551,583	\$ 669,366	117,784	21%	\$ 1,771,837	\$ 1,926,020	154,183	9%	\$ 7,260,000	\$ 1,878,015	\$ 1,926,020	48,004	3%	
Sewer Billings	214,608	274,102	59,494	28%	674,315	751,999	77,683	12%	2,887,000	782,535	751,999	(30,536)	-4%	
Penalties/Admin Fees	20,012	16,887	(3,125)	-16%	46,811	47,649	838	2%	197,000	49,250	47,649	(1,601)	-3%	
Connection/Expansion Fees	5,368	5,368	-	0%	23,027	20,793	(2,234)	-10%	62,500	15,625	20,793	5,168	33%	
Interest Income	452	3,109	2,657	589%	1,053	9,349	8,296	788%	15,000	3,750	9,349	5,599	149%	
Rental Income	8,012	17,065	9,053	113%	34,685	53,868	19,183	55%	175,000	43,750	53,868	10,118	23%	
All Other / Miscellaneous	12,679	5,280	(7,399)	-58%	80,551	81,468	917	1%	86,500	6,875	81,468	74,593	1085%	
Revenue Totals	812,713	991,177	178,465	22%	2,632,278	2,891,144	258,866	10%	10,683,000	2,779,800	2,891,144	111,344	4%	
EXPENDITURES														
Salaries & Benefits	80,765	100,815	20,049	25%	293,218	303,083	9,865	3%	1,379,423	318,327	303,083	(15,244)	-5%	
Purchase of Water	485,791	480,302	(5,488)	-1%	1,376,865	1,394,498	17,633	1%	5,487,000	1,455,981	1,394,498	(61,483)	-4%	
WRC Operating Contract	88,380	136,668	48,287	55%	408,815	550,528	141,713	35%	1,765,013	441,253	550,528	109,275	25%	
Maintenance & Operating	121,139	133,903	12,764	11%	541,428	388,972	(152,456)	-28%	1,960,440	490,110	388,972	(101,138)	-21%	
IEPA Loan P&I	-	-	-	0%	-	-	-	0%	428,651	-	-	-	0%	
DWC Loan P&I	-	-	-	0%	-	-	-	0%	58,853	-	-	-	0%	
Capital Outlay	280,587	657	(279,930)	-100%	329,168	657	(328,511)	-100%	2,745,225	50,000	657	(49,343)	-99%	
Expenditure Totals	1,056,662	852,345	(204,317)	-19%	2,949,494	2,637,739	(311,755)	-11%	13,824,605	2,755,671	2,637,739	(117,932)	-4%	
Net Increase / (Decrease)	(243,949)	138,833	382,782		(317,216)	253,405	570,621		(3,141,605)	24,129	253,405	229,276		

Village of Carol Stream
Capital Budget Summary
For the Month Ended July 31, 2016

	MONTH				YTD				BUDGET*		
	Last Year Jul	Current Year Jul	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ -	\$ -	-	0%	\$ 2,954	\$ 48,078	45,123	1527%	\$ 772,000	\$ 48,078	6%
Interest Income	762	8,451	7,688	1008%	1,826	23,610	21,784	1193%	25,000	23,610	94%
All Other / Miscellaneous	515	21,563	21,048	4085%	18,276	44,329	26,053	143%	670,000	44,329	0%
Revenue Totals	1,278	30,014	28,736	2249%	23,056	116,017	92,960	403%	1,467,000	116,017	8%
EXPENDITURES											
Roadway Improvements	1,757,087	639,155	(1,117,932)	-64%	2,870,767	2,847,187	(23,580)	-1%	6,883,000	2,847,187	41%
Facility Improvements	-	1,825	1,825	100%	-	60,492	60,492	100%	2,150,000	60,492	3%
Stormwater Improvements	-	657	657	100%	-	657	657	100%	627,000	657	0%
Miscellaneous	2,381	349	(2,032)	-85%	2,463	5,617	3,155	128%	5,000	5,617	0%
Expenditure Totals	1,759,467	641,984	(1,117,483)	-64%	2,873,230	2,913,953	40,724	1%	9,665,000	2,913,953	30%
Net Increase / (Decrease)	(1,758,190)	(611,971)	1,146,219	-65%	(2,850,173)	(2,797,936)	52,237	-2%	(8,198,000)	(2,797,936)	34%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 56,286	\$ 56,603	317	1%	\$ 235,365	\$ 236,733	1,369	1%	\$ 1,030,000	\$ 236,733	23%
Interest Income	129	1,337	1,209	940%	292	3,641	3,348	1145%	5,000	3,641	73%
Revenue Totals	56,414	57,940	1,526	3%	235,657	240,374	4,717	2%	1,035,000	\$ 240,374	23%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	-	-	-	0%	142,000	-	0%
Salt	-	-	-	0%	-	-	-	0%	-	-	0%
Electricity	-	-	-	0%	-	-	-	0%	-	-	0%
Materials and Supplies	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	-	-	-	0%	-	-	-	0%	142,000	-	0%
Net Increase / (Decrease)	56,414	57,940	1,526	3%	235,657	240,374	4,717	2%	893,000	240,374	27%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended July 31, 2016

	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
GENEVA CROSSING TIF														
REVENUES														
TIF Property Taxes	\$ -	\$ -	-	0%	\$ 190,689	\$ 266,830	\$ 76,142	40%	\$ 425,000	\$ 212,500	\$ 266,830	54,330	26%	
Interest Income	10	-	(10)	-100%	28	-	(28)	-100%	500	125	-	(125)	-100%	
Village Contribution	-	-	-	0%	-	-	-	0%	42,000	42,000	-	(42,000)	-100%	
Revenue Totals	10	-	(10)	-100%	190,716	266,830	76,114	100%	467,500	254,625	266,830	12,205	5%	
EXPENDITURES														
Principal Retirement	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Interest Expense	-	-	-	0%	27,240	-	(27,240)	-100%	-	-	-	-	0%	
Paying Agent Fees	-	-	-	0%	-	369	369	100%	830,372	1,500	369	(1,131)	-75%	
Expenditure Totals	-	-	-	0%	27,240	369	(26,871)	-99%	830,372	1,500	369	(1,131)	-75%	
Net Increase / (Decrease)	10	-	(10)	-100%	163,476	266,461	102,985	100%	(362,872)	253,125	266,461	13,336	5%	

NORTH/SCHMALE TIF

REVENUES														
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 7,238	\$ 95,498	\$ 88,260	1219%	\$ 14,000	\$ 7,000	\$ 95,498	\$ 88,498	1264%	
Sales Taxes	-	30,213	30,213	100%	-	30,213	30,213	100%	90,000	30,000	30,213	213	1%	
Interest Income	2	23	22	1227%	4	59	55	1431%	100	24	59	35	144%	
Village Contribution	-	4,600	4,600	100%	-	4,600	4,600	100%	2,000	480	4,600	4,120	858%	
Revenue Totals	2	34,837	34,835	#####	7,242	130,370	123,128	100%	106,100	37,504	130,370	92,866	248%	
EXPENDITURES														
Legal Fees	-	205	205	100%	-	205	205	100%	2,000	501	205	(296)	-59%	
Consulting Fees	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Other Expenses	-	30,213	30,213	100%	22,602	95,862	73,260	324%	140,000	70,000	95,862	25,862	37%	
Expenditure Totals	-	30,418	30,418	100%	22,602	96,067	73,465	325%	142,000	70,501	96,067	25,566	36%	
Net Increase / (Decrease)	2	4,418	4,417		(15,360)	34,303	49,663		(35,900)	(32,997)	34,303	67,300		

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended July 31, 2016

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ (607,821)	\$ 417,851	1,025,672	-169%	\$ (539,281)	\$ 719,763	1,259,044	-233%	\$ 3,300,500	\$ 825,125	\$ 719,763	(105,362)	-13%
Employee Contributions	42,400	41,253	(1,147)	-3%	148,943	124,552	(24,391)	-16%	572,000	132,000	124,552	(7,448)	-6%
Village Contribution	284,324	152,761	(131,563)	-46%	426,486	458,284	31,798	7%	1,833,135	458,283	458,284	1	0%
Other Revenues	-	-	-	0%	-	3,109	3,109	100%	-	-	3,109	3,109	100%
Revenue Totals	(281,097)	611,865	892,963	-318%	36,148	1,305,707	1,269,559	3512%	5,705,635	1,415,408	1,305,707	(109,701)	-8%
EXPENDITURES													
Investment and Admin Fees	8,765	7,641	(1,125)	-13%	22,277	25,811	3,533	16%	148,000	37,000	25,811	(11,189)	-30%
Participant Benefit Payments	172,303	203,371	31,068	18%	512,558	591,298	78,740	15%	2,685,500	592,000	591,298	(702)	0%
Expenditure Totals	181,068	211,012	29,944	17%	534,835	617,108	82,273	15%	2,833,500	629,000	617,108	(11,892)	-2%
Net Increase / (Decrease)	(462,166)	400,853	863,019		(498,688)	688,599	1,187,286		2,872,135	786,408	688,599	(97,809)	

Village of Carol Stream
Schedule of Cash and Investment Balances
 July 31, 2016

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 7/31/2015
GENERAL FUND	\$ 1,261,094.18	\$ 7,505,460.51	\$ 8,766,554.69	\$ 13,874,597.39
WATER & SEWER FUND	743,890.50	11,348,064.02	12,091,954.52	12,999,170.63
CAPITAL PROJECTS FUND	-	26,052,701.49	26,052,701.49	19,872,281.85
MFT FUND	-	4,440,778.53	4,440,778.53	3,513,378.93
GENEVA CROSSING TIF FUND	496,730.40	-	496,730.40	1,233,263.24
NORTH/SCHMALE TIF FUND	29,849.09	76,673.78	106,522.87	47,996.97
POLICE PENSION FUND	459,585.29	41,641,924.68	42,101,509.97	41,015,050.08
TOTAL	<u>\$ 2,991,149.46</u>	<u>\$ 91,065,603.01</u>	<u>\$ 94,056,752.47</u>	<u>\$ 92,555,739.09</u>