

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 17, 2016

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the October 3, 2016 Village Board Meeting.

C. LISTENING POST:

1. Introduction of Engineering's Stormwater Administrator, Greg Ulreich.
2. Introduction of Community Development's Secretary, Jane Lentino.
3. Year of the Business Spotlight: Hope Publishing, Vice President Scott Shorney.
4. A representative from the Village's auditing firm Sikich will present the Comprehensive Annual Financial Report (CAFR) and management letter for the year ended April 30, 2016 in accordance with Public Act 098-0738 which became effective January 1, 2015. These documents will also be posted to the Village web site at carolstream.org.
5. Proclamation Designating National Prescription Drug Take-Back Day.
6. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. #16-2064-John Doyle-Chicago Sign and Light-580 N. Kuhn Road
Sign Variation for the location of an electronic message board portion of a ground sign.

APPROVED SUBJECT TO CONDITIONS 5-0

Village of Carol Stream

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- b. #16-2065-Mark Layne-Insite, Inc.-290 E. Fullerton Avenue
Special Use to allow a structure to exceed 50 feet in height in the I Industrial District.

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Receipt of the Comprehensive Annual Financial Report and Auditor's Communication to the Board of Trustees of the Village of Carol Stream for the Year Ended April 30, 2016. *This item was previously discussed under Listening Post and is presented here for receipt by the Village Board of Trustees.*
2. Notice of Change Order #1-Engineering Services Agreement for WRC NPDES Permit Assistance-Baxter & Woodman. *Staff recommends approval of Change Order #1 with Baxter & Woodman not to exceed \$2,600 in accordance with Village Code of Ordinances Chapter 5, Article 8, Section 5-8-3(D).*
3. Schmale and St. Charles Road Water Main Reconstruction – Land Acquisition Services Award of Consultant Contract. *Staff recommends awarding a contract to Santacruz Associates at a cost not to exceed \$35,000.00 for land acquisition service for the Schmale and St. Charles Road Water Main Reconstruction.*
4. Reclassification of the Administrative Secretary Position. *Staff recommends the classification of the Administrative Secretary position within the Police Department be reclassified as a full-time position.*
5. Amendment to the Village of Carol Stream's Personnel Manual providing for monetary caps to Tuition Reimbursement as well as amending various leave policies due to legal updates and clarification. *Recommendation to adopt and include amendments to the Village of Carol Stream's Tuition Reimbursement, Sick Leave, Bereavement Leave and Special Leave Personnel policies.*

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6. Organic Soils. *Proposal from Organic Soils for an amendment to the Lease Agreement for a Landscape Waste Transfer Facility at the Village's Water Reclamation Center on Kuhn Road.*
7. Agreement with ComEd for replacement and rental of an automated transfer switch. *An Agreement with ComEd for replacement of the transfer switch providing electricity to the WRC the week of November 7, 2016 and rental of its replacement.*
8. Generator Rental Agreement-Waiver of Bid and Award of a Rental Agreement to Interstate Power Systems in the amount of \$33,930. *Staff recommends waiving competitive bid process and awarding a rental agreement to Interstate Power Systems in the amount of \$33,930 for generator rental services.*

I. ORDINANCES:

1. Ordinance No. _____, An Ordinance Terminating the Designation of the Geneva Crossing Tax Increment Financing Redevelopment Project Area, Created by Ordinance Number 97-01-04, Adopted January 6, 1997, As a Tax Increment Financing Redevelopment Project Area and Dissolving the Geneva Crossing Tax Increment Allocation Fund. *This ordinance closes out the Geneva Crossing Tax Increment Finance (TIF) District which was created in 1997 to provide development assistance in completing the Geneva Crossing Shopping Center. Tax Increment Financing Bonds used to finance a portion of the project have been retired from incremental property taxes and a portion of the sales taxes generated by the development. This action will release the original frozen assessed tax values within the TIF so that other taxing districts may now realize property tax receipts based on the current value of the development.*
2. Ordinance No. _____ Approving a Special Use Permit to Allow a Structure to exceed 50 feet in Height in the I Industrial District (Insite, Inc./Parallel Infrastructure and Verizon Wireless, 290 E. Fullerton Drive). *See item F-1-b.*

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J. RESOLUTIONS:

1. Resolution No. ____ Amending Resolution No. 2874 Adopting the 2016-2017 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends an adjustment to the 2016-2017 General Wage Adjustment by 0.5% effective November 7, 2016.*
2. Resolution No. ____ Accepting a Grant of Storm Water Management and Conveyance Easement (191 E. North Avenue-DCT Industrial). *Staff recommends accepting the Grant of Easement for Stormwater Management and Conveyance for 191 E. North Avenue.*

K. NEW BUSINESS:

1. Raffle License Application – Corpus Christi Catholic Church. *Corpus Christi Catholic Church requests the approval of a raffle license, waiver of fee and Manager's Fidelity Bond for their Bunco For A Cause event to be held on October 21, 2016.*

L. PAYMENT OF BILLS:

1. Regular Bills: October 4, 2016 through October 17, 2016.
2. Addendum Warrants: October 4, 2016 through October 17, 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 September 30, 2016.

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N. EXECUTIVE SESSION:

1. Probable or Imminent Litigation.

O. ADJOURNMENT:

LAST ORDINANCE	2016-08-36	LAST RESOLUTION	2901
NEXT ORDINANCE	2016-10-37	NEXT RESOLUTION	2902

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

October 3, 2016

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

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

Absent:

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Clerk Laura Czarnecki and Village Attorney Mallory Milluzzi

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Hennessey made the second to approve the Minutes of the September 19, 2016 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Hennessey, LaRocca, Frusolone and McCarthy

Abstain: 2 Trustees Gieser and Schwarze

Absent: 0

The motion passed.

Trustee LaRocca moved and Trustee Frusolone made the second to approve, but not release the Minutes of the September 19, 2016 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Hennessey, LaRocca, Frusolone and McCarthy

Abstain: 2 Trustees Gieser and Schwarze

Absent: 0

The motion passed.

LISTENING POST:

1. Introduction of three new Police Officers: Emily Beck, Caleb Cunningham and Connor Rinehart. *Police Chief Ed Sailer introduced the new Police Officers Emily Beck, Caleb Cunningham and Connor Rinehart.*
2. Resolution No. 2899 Congratulating the College of DuPage on its 50th Anniversary. *Resolution No. 2899 read by Trustee Hennessey and approved. The Mayor and Trustees thanked the College of DuPage for providing college classes in the Village of Carol Stream.*

Trustee Gieser moved and Trustee McCarthy made the second to approve Resolution No. 2899 Congratulating the College of DuPage on its 50th Anniversary.

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

Nays: 0

Absent: 0

The motion passed.

3. Proclamation Designating October Community Planning Month. *Proclamation read by Trustee Gieser.*
4. Proclamation Designating October Filipino-American History Month. *Proclamation read by Trustee McCarthy.*
5. Proclamation Designating October 7th Manufacturing Day. *Proclamation read by Trustee LaRocca.*
6. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

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

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

Nays: 0

Absent: 0

The motion passed.

- 1.** 2016 Pavement Marking Project-Award of Contract.
- 2.** Motion to Approve Increase in Snowplowing Contractor Hourly Rates.
- 3.** Resolution No. 2900 Declaring Surplus Property owned by the Village of Carol Stream.
- 4.** Resolution No. 2901 to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2016, and Ending April 30, 2017.
- 5.** Sound Amplification Permit-Spring Trail Elementary School PTO.
- 6.** Payment of Regular and Addendum Warrant of Bills from September 20, 2016 through October 3, 2016.

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

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

Nays: 0

Absent: 0

The motion passed.

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

2016 Pavement Marking Project-Award of Contract:

The Village Board approved a contract with Superior Road Striping, Inc. in the amount of \$25,601.75 for the 2016 Pavement Marking Project pursuant to the provisions of Section 5-8-3(B) and Section 5-8-14(L) of the Carol Stream Code of Ordinances.

Motion to Approved Increase in Snowplowing Contractor Hourly Rates:

The Village Board approved the snowplowing contractor hourly rates for the 2016-17 season reflecting a 7.5% increase from 2012.

Resolution No. 2900 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved designated Public Works items surplus and authorized its sale and/or disposal.

Resolution No. 2901 to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2016, and Ending April 30, 2017:

The Village Board approved the tax levy request of the Library Board based on how the Library is organized under Illinois Statutes. "Let the minutes reflect that the agenda contains a scrivener's error and that the Library is requesting a tax levy totaling \$3,440,000 for 2016."

Sound Amplification Permit-Spring Trail Elementary School PTO:

The Village Board approved a sound amplification permit and waiver of fee for Spring Trail Elementary School PTO's Tiger Fall Fest fundraiser.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated October 3, 2016 in the amount of \$804,158.91. The Village Board approved the payment of the Addendum Warrant of Bills from September 20, 2016 thru October 3, 2016 in the amount of \$564,672.82.

Treasurer's Report:

Revenue/ Expenditure Statements and Balance Sheet for the Month ended August 31, 2016.

Report of Officers:

Trustee LaRocca congratulated the new Police Officers Emily Beck, Caleb Cunningham and Connor Rinehart and congratulated College of DuPage on their 50th Anniversary. He stated tonight we read a Proclamation designating October Filipino-American History Month. Thank you to all the Filipino Americans for your contributions to America. October is Breast Cancer Awareness Month. Please get out and vote in the upcoming election. After the election, please remove your signs. Go Cubs.

Trustee Gieser stated our Annual Halloween Home Decorating Contest is ongoing. Winners will be honored at a Board Meeting in November. Story Map of the decorated homes will be on the Village's website. This week the Memorial Park task force will be holding a fundraiser at Zanies Comedy Club featuring Mike Toomey. There will be a 4th of July parade fundraiser at Augustino's on October 17th. Happy 23rd wedding anniversary to his wife Kim.

Trustee Schwarze welcomed the 3 new Police Officers. The Fire District had their Open House on Saturday. Thank you to the Village of Carol Stream and Police Department for assisting with the Fire District Open House. Congratulations to the College of DuPage on their 50th Anniversary. Please shop Carol Stream.

Trustee Hennessey stated he researched and helped Glenbard North High School institute pocket points to discourage and incentivize students not to use their cell phones at school. He encouraged students to download and use the software.

Trustee Frusolone thanked Mr. Modaff and the Public Works Department for their wonderful open house at the Water Reclamation Center. Trick or Treat hours are from 3:00 p.m. to 7:00 p.m. on Monday, October 31st. Please be cautious while driving.

Trustee McCarthy congratulated College of DuPage on their 50th Anniversary and thanked the Public Works Department for a great open house. The Village's new pink snowplow truck was featured at the Water Reclamation Center Open House. Director of Public Works stated the truck is state of the art and came in \$8,000 under budget thanks to Jason Pauling researching and soliciting sponsors to help fund the truck. The truck will be featured in the Peterbilt 2017 calendar. Fire Protection District also did a great job on their open house. Dog owners please obey the Village's leash law.

Village Clerk Czarniecki stated please keep our military and their families in your prayers.

Attorney Mallory Milluzzi welcomed all the new Police Officers to the Village of Carol Stream.

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: James Knudsen, Director of Engineering Services
DATE: October 12, 2016
RE: Introduction Greg Ulreich, Stormwater Administrator



I would like to introduce our Stormwater Administrator Greg Ulreich. This is a new position within the Village and a very important one as Greg will be responsible for addressing stormwater issues ranging from flooding and regulations to the planning and design of projects. Greg comes from the private sector with almost 14 years of experience. He graduated with honors from the University of Illinois with both Bachelor and Master of Science degrees in Civil Engineering and is a registered Professional Engineer. Greg brings with him experience conducting stormwater studies, modeling and designing stormwater management facilities as well as investigating drainage issues. Some of his more notable positions include being a Project Manager for IDOT's Hydraulic Section and the US Army Corps of Engineer's Resident Engineer for their enormous McCook Reservoir Project, a vital component of Chicago's Tunnel and Reservoir Plan or more commonly known as TARP.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Tom Farace, Planning & Economic Development Manager
THROUGH: Donald T. Bastian, Community Development Director
DATE: October 12, 2016
RE: **Introduction of New Secretary Jane Lentino**

TF
DB

At the Village Board meeting on October 17, 2016, we would like to introduce Jane Lentino, Community Development Secretary, to the Mayor and Trustees.

Jane brings much knowledge and experience to the Village. She previously worked for the Village of Schaumburg for 16 years, including over 12 years as a permit clerk where she handled issuing of a variety of permits and licenses, scheduling inspections, researching and responding to FOIA requests, and providing customer service over the phone and at the permit counter.

We welcome Jane to our team and utilizing her skills and knowledge in serving our customers.

PROCLAMATION

AGENDA ITEM
C-5 10-17-16

PROCLAIMING NATIONAL PRESCRIPTION DRUG TAKE-BACK DAY

WHEREAS, unused medicines left in medicine cabinets are highly susceptible to diversion, misuse and abuse and constitute a vital public safety and public health issue; and

WHEREAS, the disposal of unused medicines through the trash and/or toilet pose safety and health hazards; and

WHEREAS, an RxBOX is located in the lobby of the Police Department in the Gregory J. Bielawski Municipal Center located at 500 N. Gary Avenue; and

WHEREAS, the RxBOX is available 24 hours per day, seven days per week, year round and accepts expired or unused over-the-counter and prescription medications, ointments and liquid medications as well as asthma inhalers and glass (mercury) thermometers in their original containers or zipper top plastic bag; and

WHEREAS, the RxBOX does not accept sharps or needles, radio-active medicines, other medical waste or household chemical waste; and

WHEREAS, the Carol Stream RxBOX has diverted 8,564 pounds of unwanted and unused medications since 2012, thereby preventing their misuse or release into the environment.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MATT MCCARTHY, MAYOR PRO-TEM, AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim October 22, 2016

NATIONAL PRESCRIPTION DRUG TAKE-BACK DAY

in the Village of Carol Stream and call upon the community to properly dispose of all expired and unused medications.

PROCLAIMED THIS 17th DAY OF OCTOBER, 2016.

Matthew McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 11, 2016

RE: **Agenda Item for the Village Board Meeting of October 17, 2016**
PC/ZBA Case 16-2064, Chicago Sign and Light/Lutheran Church of the Master –
580 N. Kuhn Road, Sign Code Variation for the Location of an Electronic
Message Board Portion of a Ground Sign

Chicago Sign and Light, on behalf of the Lutheran Church of the Master, requests approval of a sign code variation to locate the electronic message board portion of a ground sign closest to the street along Kuhn Road. The Church proposes to install a new double-sided ground sign on their property at the southwest corner of Kuhn Road and Munson Drive. The proposed sign will be split vertically, with the west half of the sign proposed as the sign cabinet denoting the name of the Church, and the east half of the sign proposed as an electronic message board. The Sign Code states that, if a ground sign with an electronic message board is split vertically, then the permanent portion of the sign must be the street side of the sign (i.e. the portion of the sign positioned toward the street). The Church requests that the electronic message board portion of the sign be positioned toward Kuhn Road, in order to more effectively display messages about the church and its various events such as food drives, hunger walks, etc. Village staff visited the site to determine the impact of the electronic message board portion of the sign closer in proximity to Kuhn Road, and determined a location for the sign that will be safe for motorists along Kuhn Road and Munson Drive and for pedestrians/cyclists along the adjacent bike path, while still effectively displaying messages for the church.

Staff also discussed with the Plan Commission/Zoning Board of Appeals (PC/ZBA) at the October 10, 2016, meeting, whether a Sign Code text amendment may be in order to remove the provision requiring the changeable copy portion of a vertically split sign be closer to the building than the roadway. It was the consensus of the PC/ZBA that the provision was not necessary and could be removed. Staff will prepare a Sign Code text amendment in the future for a public hearing.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on October 7, 2016. At its meeting on October 10, 2016, by a vote of 5-0, the PC/ZBA recommended approval of the Sign Code Variation subject to the conditions in the October 10, 2016 staff report.

The PC/ZBA has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the PC/ZBA within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the PC/ZBA is final.

ec: John Doyle, Chicago Sign and Light (via email)
Jeff Elrod, Lutheran Church of the Master (via e-mail)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 11, 2016

RE: **Agenda Item for the Village Board meeting of October 17, 2016
PC/ZBA Case 16-2065, Insite, Inc. (Parallel Infrastructure/Verizon Wireless) –
290 E. Fullerton Avenue, Special Use Permit to Allow for Structure to Exceed
50 Feet in Height in the I Industrial District**

Mark Layne with Insite Inc., on behalf of Parallel Infrastructure and Verizon Wireless, is seeking approval of a Special Use Permit to allow for structure to exceed 50 feet in height in the I Industrial District at the American Flange property at 290 E. Fullerton Avenue. A 125-foot tall wireless antenna tower and associated equipment enclosure are proposed in a leased area in the southwest corner of the American Flange property. Verizon Wireless has identified a gap in cellular coverage within the areas north and west of the intersection of Gary and Fullerton Avenues. Insite has tried to identify potential locations suitable for an antenna tower within this general area, and has determined that the proposed location at 290 E. Fullerton will be in close proximity to the coverage gap area. In addition, the proposed location is within the Village's industrial park and not along the Gary Avenue Corridor or within a residential area, thereby limiting aesthetic issues for an antenna tower within such areas. Verizon proposes to install an array of wireless antennas on the tower, rather than a "stealth" design as provided at other monopole locations in the Village; however, the proposed tower design will allow for three additional wireless carriers to co-locate and install antennas on the tower as well.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on October 7, 2016. At its meeting on October 10, 2016, by a vote of 5-0, the PC/ZBA recommended approval of the Special Use Permit subject to the conditions in the October 10, 2016 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit to allow for structure to exceed 50 feet in height, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Mark Layne (via email)
Cornelis van de Klippe, American Flange/Tri-Sure (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: October 10, 2016

RE: Notice of Change Order #1 – Engineering Services Agreement for WRC NPDES Permit Assistance – Baxter & Woodman

In March 2016, the Village Board approved an Engineering Services Agreement (ESA) with Baxter & Woodman for WRC NPDES permit assistance. The WRC permit issued in October 2015 included a number of significant permit conditions which required assistance from both Baxter & Woodman and CH2M. Work to comply with those special conditions is well underway and several have already been submitted to the IEPA.

One of the special conditions requires the Village to survey and complete an inventory of Industrial Users to ensure that all Significant Industrial Users are properly identified, characterized and categorized. While CH2M is taking the lead role in this work Baxter & Woodman is hosting an on-line survey and associated GIS services that aid in the collection and analysis of the data. A recent survey yielded a low survey response and another round will be necessary to comply with the special condition.

In order to keep the data collection process moving along so that we could meet IEPA deadlines I recommended, and you approved, a change order for additional services (copy attached). The cost of the additional services provided by Baxter & Woodman will not exceed \$2,600.00.

In accordance with Village Code of Ordinances Chapter 5, Article 8, Section 5-8-3(D) please provide notice to the Village Board at the October 17, 2016, Board meeting of your authorization of this change order in an amount not-to-exceed \$2,600.00.

Attachments

SENT VIA ELECTRONIC MAIL

September 24, 2016

Phil Modaff
Public Works Director
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, Illinois 60188

***Subject: Village of Carol Stream - Water Reclamation Center NPDES Permit
Database Hosting - Additional Services***

Dear Mr. Modaff:

The Village of Carol Stream has contracted Baxter & Woodman to provide Database Hosting services for the Village's use in collecting industrial user surveys. The Village intends to mail a second letter to the survey industries to continue with online survey collection and follow-up. GIS Services and coordination were not included in our original scope of work for a second survey mailing. The previously approved scope of work will not change with this proposal, but add additional services.

Engineering Services include:

1. Baxter & Woodman will run queries on the survey database to provide the current industry list for the second mailing. This will correct User ID numbers and remove duplicate User IDs in the system and will allow for the Village/CH2M to complete a mail merge efficiently;
2. The Village/CH2M will prepare the survey letter with revised wording for the second survey mailing.
3. Baxter & Woodman will provide the industrial survey that will include a web address and login for survey respondents to complete the survey online. Baxter & Woodman will provide technical support to the Village during the survey collection process. Baxter & Woodman will prepare:
 - a. Industrial user survey
 - b. Instructions for completing the survey.

No changes can be made to the survey questions or online survey at this time due to the current configuration of the GIS database, however updated wording can be added to the survey mailing and instructions to indicate this is the second notification.

4. Baxter & Woodman will reactivate the Geoform online survey, and provide software, hosting, server connection, and technology support so that businesses can load operation details directly into the database.



5. The Village/CH2M will prepare standard cover letters to accompany the surveys, print individual letters, stuff envelopes, apply postage, and mail all letters. The Village will collect phone numbers and contact names for industries that are to receive a survey.
6. The Village/CH2M will manually enter into the database the information contained in any hardcopies of surveys that are received by mail.
7. Baxter & Woodman will deactivate the Geoform online survey at an agreed upon time with the Village/CH2M, identify surveys that have been completed with the second mailing and update all status fields for the Village/CH2M to complete the follow up process; and
8. Baxter & Woodman will provide coordination and guidance to the Village/CH2M during this process.

ENGINEERING FEE

Our engineering fee for the above stated scope of service will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$2,600**. The attached Standard Terms and Conditions apply to this proposal. The engineering fees shown above are estimates. We will not exceed these fees without the Village's written consent to provide additional compensation.

We appreciate the opportunity to assist you on this project. Please contact me at 815-444-3305 at your convenience to further discuss this proposal. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Lisa G. Lucht, P.E.

Derek J. Wojcik, P.E.
Vice President

Attachment

VILLAGE OF CAROL STREAM, IL

AUTHORIZED BY:

TITLE: VILLAGE MANAGER

DATE: 10/3/14

I:\Mokena\CRSTV\150800-NPDBS Compliance\Contract\Pre_Treatment\150800.90 CRSTV NPDBS Database Hosting - Additional Services 092316.dwg

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William Cleveland, Assistant Village Engineer *RC*
DATE: October 12, 2016
RE: Schmale and St. Charles Road Water Main Reconstruction – Land Acquisition Services Award of Consultant Contract

Engineering staff has received a proposal from Santacruz Associates for services to acquire the easements needed to reconstruct Schmale and St. Charles Road Water Main. The service is to prepare appraisals, negotiate and acquire easements for seven properties.

The cost for appraisals are \$1,800 per property and negotiations are \$2,700 per property. Documentation, title and recording fees are \$500 per property. Based on up to seven properties, the entire cost is \$35,000 for land acquisition services only. Actual cost will be based on the services used and number of properties. Funding for construction has been included in this year's Capital Improvement Program (CIP) in the amount of \$1.5 million, not including easement purchasing.

Santacruz Associates specializes in land acquisition services and successfully assisted the Village in acquiring the property needed for the Lies Road Bike Trail, Kuhn Road Bike Trail, Fair Oaks/West Branch Bike Trail and provided the Village land acquisition services for the Southwest Water Main Project. Staff therefore recommends the contract for land acquisition service for Schmale and St. Charles Road Water Main Reconstruction be awarded to Santacruz Associates at a cost not to exceed \$35,000.00.

Cc: James Knudsen, Director of Engineering Services
Jon Batek, Finance Director

Project Title: Schmale Road Water Main Replacement

Responsible Department: Engineering Services

Total Project Cost	Total Expended To Date	Budget Year 1 2016-17	Unappropriated Subsequent Years				Future Funding Requirements
			Year 2 2017-18	Year 3 2018-19	Year 4 2019-20	Year 5 2020-21	
\$2,892,621	\$146,621	\$2,493,000	\$253,000	\$0	\$0	\$0	\$0

Description & Scope: The project consists of replacing and/or upsizing approximately 7,900 feet of 10” and 12” cast iron pipe (CIP) with ductile iron pipe (DIP) along Schmale Road and St. Charles Road. The limits of the project begin south of North Avenue at Covered Bridges and extend to Geneva Road. The section along St. Charles Road is from Schmale Road east to President Street which includes a small 400 foot section where there is presently no water main. All the water main would be relocated out from under the roadway pavement within proposed easements adjacent to the right of way.

Purpose & Need: Cast iron water mains were installed early in the Village’s life and have had more frequent breaks and required more maintenance. Public Works identified recent water main breaks in this system.

Impact on Future Operating Budget: Relocating water main out from under the pavement will greatly lessen repair costs. Replacing CIP with DIP will give the system more uniform pressure with less maintenance, far superior reliability and significantly less repair costs. Addition of new water main will require routine maintenance involving hydrant flushing, valve exercising and hydrant painting.



Schedule of Activities

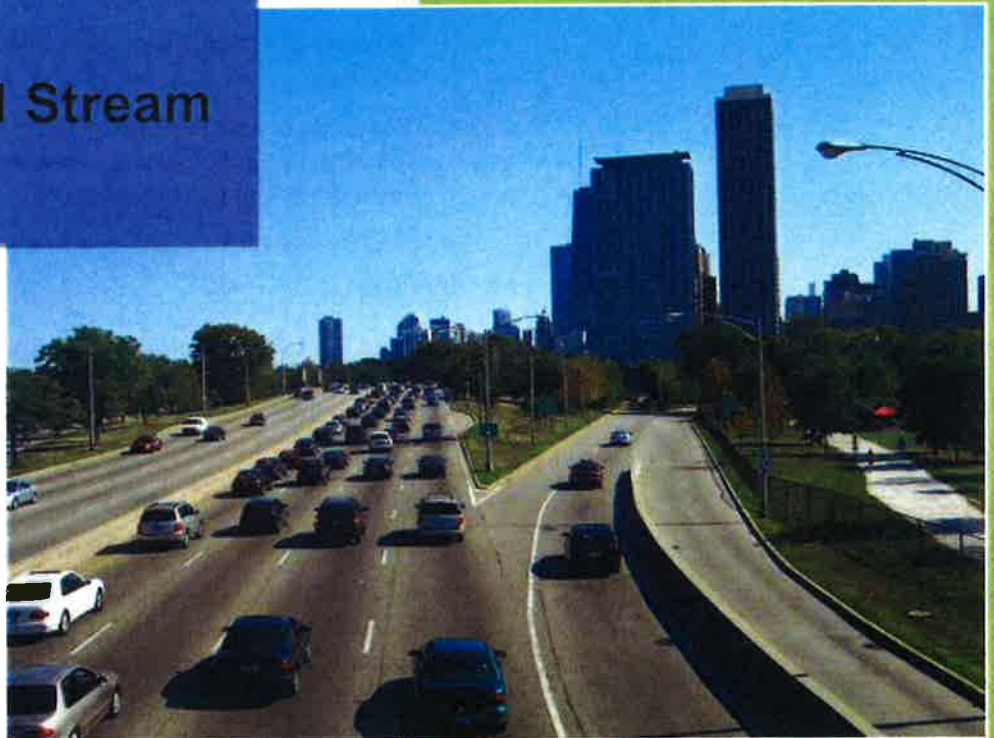
Activity	From - To	Amount
Preliminary Design Report	5/13 - 4/14	\$ 146,621
Design	5/13 - 4/15	\$ 215,000
Construction	5/15 - 4/16	\$2,531,000

Means of Financing

Funding Source	Amount
Water & Sewer Fund	\$2,892,621

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Carol Stream



Schamle Road
Water Main Relocation

**Santacruz Land
Acquisitions** 

310 Happ Road · Suite 206
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Village of Carol Stream, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA to develop a land acquisition plan for the Schamle Road Water Relocation (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing "expert witness" testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team's extensive collective decades of experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on up to **seven (7)** projected parcels of right-of-way, is as follows:

APPRAISALS:	\$12,600.00.
NEGOTIATIONS:	\$18,900.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the

parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$35,000.00** as follows:

Land Acquisition Services	\$31,500.00
Direct Billable Expenses	\$3,500.00

2

TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

Santacruz Land Acquisitions will review the highway construction plans with the LPA to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Task 3: Delivery and Review of Project Information

The LPA will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Valuation Services

This proposal specifically excludes appraisals for the parcels to be acquired. Santacruz Land Acquisitions will engage an appraiser to provide a list of unit values to be used for the purpose of supporting an offer to the property owners. If a property owner refuses to proceed with the negotiations without first receiving an appraisal from the LPA supporting the valuation of the easement required, at the direction of the LPA, and with a written change order, Santacruz Land Acquisitions will arrange for an appraisal to be completed.

Task 5: Appraisal (optional)

At the request of LPA and with a written change order, Santacruz Land Acquisitions shall engage an appraiser to provide an appraisal of the easement to be acquired to assist in the negotiations with the property owner.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. In addition, the Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer.

Task 6: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an acquisition package for presentation to the owner at the first meeting. The acquisition package shall contain a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and

efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the

property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

In addition, LPA shall have the right to modify this scope to delete or add additional services pursuant to a written change order executed by LPA and Santacruz Land Acquisitions.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

3

EXHIBITS

- a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals \$1,800.00 - \$3,500.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest \$2,700.00

Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator¹ \$1,000.00

Rate for each ½ day in pretrial conference or in court for Appraiser¹ \$1,000.00

Hourly rate for consultation not otherwise specifically provided for herein \$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs
+ Administrative fee \$25.00

Title insurance policies – In addition to actual recording costs
+ Administrative fee \$25.00

Recording of Documents – In addition to actual recording costs
+ Administrative fee \$25.00

Copies of recorded documents – In addition to actual copying costs & research fees
+ Administrative fee \$25.00

¹ Requires additional work order.

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Village Board

VIA: Joe Breinig, Village Manager

FROM: Deputy Chief Jeff Degnan

DATE: October 11, 2016

RE: Reclassification of the Administrative Secretary Position

The Administrative Secretary Position was historically a full time position including all of the benefits that go along with a full time job classification. Currently this secretary position is classified as part time (38 hours per pay period) without benefits. The purpose of this memo is to explain the classification change from full-time to part-time and to outline why it is necessary to reclassify the Administrative Secretary Position back to full-time. I will also discuss the impact this reclassification will have on the current year's budget and a proposal to mitigate that impact on this year's budget.

In 2010, the full-time Administrative Secretary Position was unfilled. When each Department was tasked to look for ways to cut costs during the Great Recession, it was decided to leave the Administrative Secretary Position unfilled. The Police Executive Command Staff pitched in to fulfill the Administrative Secretary's job responsibilities. When it was time to complete the FY 11/12 budget, the Administrative Secretary Position was reclassified as a part-time position.

Operationally it makes sense for the Administrative Secretary Position to be reclassified back to a full-time position. Just like most aspects of police work, the responsibilities of this position have increased. As a result, the required work assignments are being completed by Police Executive Command Staff Members. It would be much more cost effective and efficient if all members were completing the job responsibilities that are commensurate with their positions.

The reclassification of the Administrative Secretary Position to full-time does have a financial impact on the current FY 16/17 budget. The proposal is to reclassify the part-time position to a full-time position with an effective date of 11-7-2016. This date is the half-way point of the fiscal year and the start of the pay period. The financial impact to the current budget year would be an additional \$17,782 dollars. This includes the additional salary; FICA, IMRF and health insurance opt out costs. I have attached the pertinent calculations provided by the Finance Director, Jon Batek.

The Police Executive Command Staff reviewed the current budget to identify where a savings could be realized to address the financial impact of \$17,782 dollars. It was determined that the budgeted and unfilled part-time Records Clerk Position could be suspended for this current budget year with little impact to the effectiveness of the Records Division. This is due to the availability of injured officers helping out in Records while on a restricted duty assignment. The part-time Records Clerk Position was budgeted at \$21,016 dollars for FY 16/17. The savings to the budget by not filling that position would more than offset the unfunded \$17,782 dollars incurred by reclassifying the Administrative Secretary Position to full-time.

The classification of the Administrative Secretary Position to full-time would also have a financial impact on the FY 17/18 budget. The projected cost of the full-time Administrative Secretary Position is \$73,459 dollars including salary and all available benefits.

We would also request that the part time Records Clerk Position be re-instated for FY 17/18 at a projected cost of \$22,000 dollars.

Police Department Proposed Position Reclassification

<u>Budgeted Funds</u>		<u>Salary</u>	<u>FICA</u>	<u>IMRF</u>	<u>Total</u>
Jagers, Tina (19)	Secretary (19)	22,072	1,689	-	23,760
Vacant PT Records Clerk	Records Clerk (19)	19,523	1,494	-	21,016
Total Funds Budgeted					<u>\$ 44,777.00</u>

	<u>From</u>	<u>To</u>	<u>Check</u>	<u>Hours</u>	<u>Salary</u>	<u>FICA</u>	<u>IMRF</u>	<u>Health Opt Out</u>	<u>Total</u>
Actual	4/25/2016	5/8/2016	5/13/2016	35	\$ 792.54	\$ 60.63	\$ -		853.17
Actual	5/9/2016	5/22/2016	5/27/2016	34	778.60	59.56	-		838.16
Actual	5/23/2016	6/5/2016	6/10/2016	34	778.60	59.56	-		838.16
Actual	6/6/2016	6/19/2016	6/24/2016	27	618.30	47.30	-		665.60
Actual	6/20/2016	7/3/2016	7/8/2016	38	870.20	66.57	-	-	936.77
Actual	7/4/2016	7/17/2016	7/22/2016	34	778.60	59.56	-	-	838.16
Actual	7/18/2016	7/31/2016	8/5/2016	38	870.20	66.57	-	-	936.77
Actual	8/1/2016	8/14/2016	8/19/2016	38	870.20	66.57	-	-	936.77
Actual	8/15/2016	8/28/2016	9/2/2016	38	870.20	66.57	-	-	936.77
Actual	8/29/2016	9/11/2016	9/16/2016	34	778.60	59.56	-	-	838.16
Actual	9/12/2016	9/25/2016	9/30/2016	38	891.86	68.23	-	-	960.09
Actual	9/26/2016	10/9/2016	10/14/2016	38	891.86	68.23	-	-	960.09
Projected	10/10/2016	10/23/2016	10/28/2016	38	891.86	68.23	-	-	960.09
Projected	10/24/2016	11/6/2016	11/11/2016	38	891.86	68.23	-	-	960.09
Begin Full Time Nov 7	11/7/2016	11/20/2016	11/25/2016	80	1,887.20	144.37	274.02	120.00	2,425.59
	11/21/2016	12/4/2016	12/9/2016	80	1,887.20	144.37	274.02	120.00	2,425.59
	12/5/2016	12/18/2016	12/23/2016	80	1,887.20	144.37	274.02	120.00	2,425.59
	12/19/2016	1/1/2017	1/6/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	1/2/2017	1/15/2017	1/20/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	1/16/2017	1/29/2017	2/3/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	1/30/2017	2/12/2017	2/17/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	2/13/2017	2/26/2017	3/3/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	2/27/2017	3/12/2017	3/17/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	3/13/2017	3/26/2017	3/31/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	3/27/2017	4/9/2017	4/14/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
	4/10/2017	4/23/2017	4/28/2017	80	1,887.20	144.37	271.38	120.00	2,422.95
Total Projected Costs					34,219.88	2,617.82	3,264.48	1,440.00	41,542.18
Less: Total Budgeted									(44,777.00)
Amount (Under) Budget									<u>\$ (3,234.82)</u>

VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: October 13, 2016
RE: **Personnel Policy Revisions**

In an effort to ensure continued compliance and comparability, I am recommending the attached amendments to the Village of Carol Stream's Personnel Manual. A synopsis of specific revisions are highlighted below:

Chapter 4D – Education Plan, Licenses and Memberships: In keeping with recent agreements with the Metropolitan Alliance of Police (MAP), and the Fraternal Order of Police (FOP), it is recommended to add the following language to the education reimbursement policy for all other employees:

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.

Chapter 5H – Bereavement Leave: In keeping with the recently signed Child Bereavement Leave Act (PA 99-0703), language is recommended addressing all items required under the act.

Chapter 5J – Special Leave: Based on the intent and use of this policy as well as the increase in requests for leave that are not covered elsewhere, it is recommended to rename this policy to “Unpaid Leave,” and further clarify acceptable use for such leave.

Attached is the Personnel Manual in its entirety, with all recommended changes highlighted. Please let me know if you have any questions or concerns.

VILLAGE OF CAROL STREAM



Personnel Manual

Last Revised October 2016

VILLAGE OF CAROL STREAM PERSONNEL MANUAL INDEX

Introduction

Index.....	2
Important Notice about these Policies.....	5
This Personnel Manual.....	6

Chapter 1 - General Policies

1A.	Declaration of Policy	8
1B.	Management Rights	8
1C.	Chain of Command	9
1D.	Political Activity	9
1E.	Discriminatory Workplace Harassment	10
1F.	Safety	12
1G.	Outside Employment	13
1H.	Medically Restricted Employees.....	14
1I.	Employee Association and Affiliations	16
1J.	Solicitation or Distribution of Printed Material.....	16
1K.	Personal use of Village Equipment and Acceptance of Gifts	17
1L.	Workplace Search.....	17
1M.	Acceptance of Gifts or Gratuities.....	17
1N.	Village Vehicle Use	18
1O.	Hours of Work, Reporting Sick and Time Cards	19
1P.	Drug-Free Workplace	20
1Q.	Policy Against Workplace Violence.....	21
1R.	Victims' Economic Security and Safety Leave.....	21
1S	Workplace Policy on Firearms	23

Chapter 2 - General Rules and Regulations

2A.	Restricted Smoking Area Policy.....	24
2B.	Employee's Responsibility to Inform Village	24
2C.	Drivers License	24
2D.	Reports of Injury	25
2E.	Confidential Information	26
2F.	Appearance	26

Chapter 3 – Employment

3A.	Equal Employment and Affirmative Action	27
3B.	Non-Discrimination	27
3C.	Citizenship and Residence	27
3D.	Prohibition of Employment of Relatives	27

3E.	Employment Status Classifications.....	28
3F.	Rejection of Applicants.....	29
3G.	Medical Exams.....	29
3H.	Application for Employment	30
3I.	Initial Employment Period.....	30
3J.	Resignation	31
3K.	Exit Interview.....	31
3L.	Layoffs and Recall	32

Chapter 4 – Compensation

4A.	Methodology in Determining Pay Range	33
4B.	Pay for Performance	33
4C.	Special Assignment Pay.....	35
4D.	Education Plan, Licenses, and Memberships.....	35
4E.	Overtime Pay.....	37
4F.	Pay Periods, Travel Expenses	39
4G.	Promotions, Transfers, Acting Status.....	40

Chapter 5 - Leave Policies

5A.	Holidays	43
5B.	Sick Leave.....	44
5C.	Personal Leave	45
5D.	Sick Leave Incentive Program	46
5E.	Vacation Leave	46
5F.	Family & Medical Leave	47
5G.	Jury Leave	50
5H.	Bereavement Leave.....	50
5I.	Voting Leave.....	51
5J.	Special Leave	51
5K.	Military Leave.....	52
5L.	Administrative Leave	52
5M.	Absence Without Leave	52
5N.	Voluntary Leave Donation Program.....	52

Chapter 6 - Group Benefits

6A.	Health Insurance	54
6B.	Life Insurance	54
6C.	Dental Insurance	54
6D.	Workers Compensation.....	55
6E.	Public Safety Employee Benefits Act.....	55
6F.	COBRA.....	56
6G.	Employee Assistance Program (EAP).....	57
6H.	Insurance Upon Retirement	57
6I.	Illinois Municipal Retirement Fund (IMRF)	57

6J.	Police Pension	58
6K.	Leave Conversion Upon Retirement.....	58
6L.	Deferred Compensation Plan	58
Chapter 7 - Discipline		
7A.	Causes for Disciplinary Action.....	59
7B.	Formal Disciplinary Measures.....	61
Chapter 8 - Grievances		
8A.	Definition	63
8B.	Process	63
Appendix A		
	Non-Exempt Classifications	66
Appendix B		
	Exempt & Executive Classifications	67

IMPORTANT NOTICE ABOUT THESE POLICIES

This handbook contains some of the Village's general policies which may affect your employment with the Village. The Village retains the right to modify, amend, or delete the guidelines, work rules, policies, benefits, privileges, and programs which are contained within this handbook without notice at any time, other than as stated in this notice. Additionally, in certain circumstances, the Village may take action which differs from these policies or other written policies distributed at another time. These policies should not be regarded as, and are not in fact, promises to provide specific terms and conditions of employment. Only the Village Manager or his designee has the final authority to interpret any Village guideline, policy, or benefit.

This handbook does not, in any way, constitute an express or implied employment contract, an agreement for continued employment, or an agreement for employment for a specific period of time between the Village and any employee. Your employment with the Village is that of "employment at will." That is, employment may be terminated at any time by either you or the Village, with or without cause, and with or without notice. Regardless of any other revisions or deletions to this handbook, employment will continue to be "at will." No employee or other Village representative is authorized to make any agreement which would change the "at will" status of any employee, other than the Village Manager or his designee, who may only do so in writing with his signature. Each individual's employment and compensation with the Village is for no definite period of time.

To the extent any state's laws differ from or restrict any of the items included in the guidelines, the Village will comply with all applicable laws.

This handbook supersedes all previous handbooks or policies.

THIS PERSONNEL MANUAL

This manual has been prepared to assist the employees of the Village in carrying out their duties and responsibilities. In addition to this manual are general administrative directives and procedures that may define the application of the policies in this Personnel Manual. They are issued by the Village Manager's Office and are available in each Department. Additionally, operational rules are set forth here in departmental procedures and regulations. These documents are not intended to cover every aspect of the Village operation; rather, it is hoped they will serve as a means of enabling each employee of the Village to gain a better understanding of the role of Village employees and their responsibilities to the Village and its residents. The success of the Village is measured largely in terms of the support and operation of the citizens and customers it serves. It is essential that all employees of the Village work toward the objective of providing quality service.

In addition to this manual, Village employees are required to familiarize themselves with the Loss Control Manual, departmental policies and procedures, and any other handbooks or regulations that form the basis of their departmental operations. Nothing in these various manuals precludes the establishment of written departmental rules and regulations setting forth internal operational policies and procedures for the department's work force.

The rules outlined here may, from time to time, be amended by the Village Board or revised to meet changing conditions. In the event of any conflict among the terms and provisions of this Personnel Manual, the procedures manuals and any other department rule, policy, procedure or regulation, the Village Manager or his designee reserve the sole discretion to resolve such matters. All employees of the Village are encouraged to provide suggestions and ideas that will make this manual more relevant and useful.

Within ten (10) days of the issuance of this manual, it shall be the duty of every employee to become familiar with the rules dealing specifically and generally with the duties of the employee's position. Within thirty, (30) days of its issuance every employee will become familiar with all provisions of this manual. Failure by any employee to comply with these provisions will be deemed neglect of duty and may result in that employee being subject to disciplinary action.

The Personnel Rules and Regulations adopted by the Village Board of Trustees apply to all elected and appointed officers and employees of the Village except members of citizens' Boards and Commissions, volunteer personnel, and persons appointed to serve without pay, consultants and counsel rendering professional service. If a matter is not covered within the Personnel Rules and Regulations adopted by the Board, that matter shall be governed by the general provisions of Illinois law governing the power of municipal governments to deal with its officers and employees. Hereafter in this Code persons affected by its provisions are generally referred to as "employees". Such provisions apply to all persons whose work with the Village is covered by this code as provided above.

For sworn police employees, the provisions of this manual apply when not inconsistent or contrary to the provisions in the Rules and Regulations of the Board of Fire and Police Commissioners.

For employees covered by a separate collective bargaining agreement, the provisions of that agreement apply in the event of conflict with provisions of the Personnel Manual.

- Notes:
1. In this manual, 1 day shall be equal to 8 hours unless otherwise specified within a particular policy.
 2. The pronouns, "he, him, or his" shall refer to both male and female employees equally.
 3. References in this Manual 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.

CHAPTER 1 – GENERAL POLICIES

DECLARATION OF POLICY:

The General Personnel Policies of the Village of Carol Stream are explained in (Ordinance No. 448, an Ordinance Amending Section 2-100 To Be Known as) "Administrator's Role in Creation of Personnel System." The policy of the Village is that:

"it is the intent of the corporate authorities of the Village of Carol Stream that employment in the Village shall be administered in a manner free of personal political considerations. Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in operation of the municipal government. Positions shall be classified and compensated on a rational basis. Appointments and promotions, where possible, shall be based on systematic tests and evaluations. Every effort shall be made to stimulate high morale by fair administration and consideration of the rights and interest of the persons affected and consistent with the best interests of the public and the Village."

MANAGEMENT RIGHTS:

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 issuance of this manual. 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 employees of the Village.
3. To determine the places, methods, means and number of personnel needed to carry out the Village mission.
4. To schedule and assign work.
5. To direct the working forces.
6. To require and assign overtime.
7. To hire and assign or to transfer employees within the Village organization.
8. To promote, suspend, discipline or discharge.

9. To lay-off or relieve employees due to lack of work, 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 in situations of civil emergency as may be declared by the Mayor or the Village Manager. It is the sole discretion of the Mayor or the Village Manager to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, strikes, tornado conditions, floods or other similar catastrophes.
15. The Mayor and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be allocated thereto.

1C. CHAIN OF COMMAND:

It is the policy of the Village of Carol Stream to follow the chain of command in all administrative actions. The chain of command may only be set aside in cases of extreme emergency, discriminatory harassment (Chapter 1, Section E), workplace violence (Chapter 1, Section O), or most unusual circumstances. Administrative orders will flow from the Village Manager to the department head to the supervisor to the employee.

Employee requests, comments, suggestions, grievances or recommendations will flow from the employee to the supervisor to the department head and ultimately to the Village Manager when appropriate. The department heads will be expected to work with the Employee Relations Director concerning any personnel matter in their departments.

Respect for the chain of command must not be used to unnecessarily hinder normal interaction of departments toward the achievement of the primary mission of the Village government to provide good service to the present and future residents and customers of the Village of Carol Stream.

1D. POLITICAL ACTIVITY:

No employee of the Village of Carol Stream shall serve as an elected official of the Village, other than if specifically allowed by law. Any employee who wishes to serve as an elected official shall be required to take a leave of absence without pay upon formal declaration or other evidence of candidacy.

Employees granted leaves of absence shall be aware that all positions in the Village are subject to elimination by re-organization or due to funding constraints. As such, absolute assurances of re-instatement cannot be given.

An employee shall resign from employment with the Village upon appointment or acceptance of an elected office within the Village of Carol Stream. No political activity, including soliciting or campaigning, may occur during working hours.

1E. DISCRIMINATORY WORKPLACE HARASSMENT:

Purpose: The purpose of this Policy is to establish The Village's commitment to strive to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment.

It is critical that all employees treat all other employees with dignity and respect. It is the responsibility of each and every employee, supervisor and department head to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior that impacts the workplace, or has the potential to impact the workplace will **not** be tolerated.

Policy: Harassment of an applicant, contractor, business invitee, customer or employee by any employee on the basis of race, religion, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, gender, age, or other protected characteristic violates this policy and may be in violation of State and/or Federal law and will not be tolerated by the Village of Carol Stream. Likewise, harassment by a Village guest will also be handled under this policy.

Employees found to be participating in any form of job based harassment or retaliating against another employee or Village guest shall be subject to disciplinary action up to and including termination.

Definitions: For the purpose of clarification, harassment in violation of this policy includes but is not limited to the following behaviors:

1. **Verbal Harassment** – Nicknames, derogatory comments, slurs, propositioning, or otherwise offensive words, comments or gestures on the basis of race, status, pregnancy, sexual orientation, gender, age, or other protected characteristic, whether made in general or directed to an individual regardless of whether the behavior was intended to harass. This includes but is not limited to persistent unwelcome flirting, pressure for dates, inappropriate sexually related comments, sexual rumors, jokes, code words and stories.
2. **Physical Harassment** – Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement. This includes but is not limited to uninvited and/or unwanted

touching, pinching, patting, grabbing, inappropriate behavior in any area of the Village, or making explicit or implied threats or promises in return for submission to physical acts.

3. **Visual Forms of Harassment** – Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures.
4. **Sexual Harassment** – Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Complaint Procedure: The Village intends to investigate and resolve any form of discriminatory workplace harassment, sexual harassment or retaliation. To further that end, the following procedure has been instituted for making complaints about conduct in violation of this Policy.

1. All employees are expected to report any suspected harassment (including witnessing suspected harassment of others) by another employee or Village guest to their immediate supervisor, Assistant Village Manager or Employee Relations Director, except where such individuals are the one(s) accused of harassment. In such case(s), the complaint should be reported to the Village Manager. The report may be made initially either orally or in writing, but the Village will seek to document all oral reports before an investigation can be initiated.
2. The Manager informed of the complaint will notify the Employee Relations Department within 24 hours. An investigation of the suspected harassment will be initiated at the direction of the Employee Relations Department, generally within five (5) working days of notification. If necessary, additional supervisory or management personnel will assist in the investigation. The investigation will include an interview with the person(s) who made the initial report and the person(s) toward whom the suspected harassment was directed. Any other person who may have information regarding the alleged harassment may also be interviewed.
3. The individual conducting the investigation is responsible for preparing a written report within ten (10) working days of his notification of the suspected harassment unless extenuating circumstances prevent him from doing so. The report shall include a finding that harassment occurred, harassment did not occur, or there is inconclusive evidence as to whether harassment occurred.
4. Every effort shall be made to keep all matters related to the investigation and various reports as confidential as possible.

Legal Rights Under the Law: Any employee who believes he has been subjected to discriminatory harassment has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6200 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713. The Illinois Human Act provides that complaints harassment must be filed within 180 days of the alleged incident. A complaint with the EEOC must be filed within 300 days of the alleged incident.

Retaliation: It is a violation of State and Federal Law to retaliate against a person because he has opposed that which he reasonably and in good faith believes to be unlawful discrimination, harassment because he has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

Any employee who believes he has experienced or witnessed retaliation should report such conduct immediately to his immediate supervisor, the Assistant Village Manager, or Employee Relations Director except where such persons are the ones accused of retaliation. In such case, the complaint should be reported to the Village Manager. The procedures in this policy will also apply to complaints of retaliation.

1F. SAFETY

Purpose: To establish Village policy concerning effective loss prevention, and to maximize efficiency by maintaining a safe environment for Village employees, as well as the general public.

To emphasize that effective loss prevention is an integral part of management procedures designed to fully utilize the Village's capital and personnel ensuring maximum use of each tax dollar available.

Continued emphasis on loss prevention techniques, the refinement of work procedures, and safe working conditions has been shown to significantly reduce injuries, property damage and work interruption. Every employee is expected to support and cooperate with the Village's loss prevention program.

Safety adherence and performance will be considered an important measure of supervisory and employee performance evaluations at the Village of Carol Stream.

To control accidents as much as possible through careful planning.

To express to all, that the most efficient and the only acceptable way to perform tasks is the safe way.

Policy: It is the policy of the Village of Carol Stream that all employees, make safety a matter of continuing concern, equal in importance with all other operational considerations.

Reporting procedures: Any accident must be reported to the immediate supervisor, even if no injury is apparent, immediately, but no later than two hours after the accident and while still at work unless emergency medical treatment prevents him from doing so. Failure to promptly report a workplace accident may lead to discipline. *See Chapter 2, Section D - Reports of Injury and the Loss Control Manual* issued to each employee must be read and followed.

1G. OUTSIDE EMPLOYMENT

Purpose: The Village reserves the right to deny outside employment in an effort to assure that the employee's primary efforts can be fully devoted to the Village of Carol Stream, avoiding any conflicts, between the private interest of the employee and the employee's official responsibilities.

Policy: Regular employees of the Village may not be employed in any other capacity without the prior approval of the Department Head and Village Manager. Outside work is defined as any gainful employment other than the performance of official duties including, but not limited to, self-employment, working for another, employment in the management, operation or direction of a private business for profit, including, any direct or indirect financial interest in any such business. Employees wishing to hold outside jobs must apply in writing to their department head for approval using the "outside employment" form.

Outside work will be approved if it does not prevent employees from devoting their primary efforts to the accomplishment of their work for the Village or tend to create conflict between the private interests of the employee and the employee's official responsibility.

An employee shall not be approved to and shall not perform outside work:

- Which will interrupt, interfere with, or suspend the employees' activities during any regularly scheduled work period.
- Which is of such nature that it may be reasonably construed by the public to be the official act of the Village or Department thereof.
- Which involves the use of Village facilities, equipment and supplies **except** as specifically permitted by the Village Manager.
- Which involves the use of official information not available to the public.
- Which might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.

While an employee will not be refused authorization to perform outside work solely because the work is of the same general nature as the work the employee performs for the Village, no employee may perform outside work:

- If the work is such that the employee would be expected to do it as part of his regular duties.
- If the work requires approval or review by the municipal department in which the employee is employed.
- If the outside employment interferes with the Village of Carol Stream job effectiveness including preventing response to emergency calls.
- If the work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.

All requests for outside employment whether approved or disapproved, shall be forwarded to the Employee Relations Department to be placed in the employee's Personnel File.

Any violation of the regulations governing outside employment by an employee may result in termination or other disciplinary action.

IH. MEDICALLY RESTRICTED EMPLOYEES

Purpose: The Village of Carol Stream strives to maintain a safe work environment for all employees, as well as providing support for individual employees who may be temporarily or permanently disabled.

The purpose of this policy is to support the physical and emotional health of all employees, while continuing to provide expected levels of service to the Village. In addition, this policy demonstrates the Village's continued commitment to state and federal guidelines, including the Americans with Disabilities Act, protecting disabled individuals by not discriminating against individuals on the basis of their handicaps.

As long as employees are able to meet acceptable performance standards, and medical evidence indicates that their condition is not a threat to themselves or others, employees should be assured that their employment will not be diminished because of a medical condition unrelated to the employees' ability to perform his job duties.

If an employee is unable to work, then he may be eligible for health and disability benefits as specified under health insurance and pension plan documents.

The Village reserves the right to appoint a physician to examine an employee with a medical condition that may affect the employees' ability to work, to determine if this individual is able to work and imposes no threat to himself or to others.

The policy and procedures outlined herein apply to all temporary or permanent disabilities and do not change any existing medical benefits or policies covering sickness or disability.

Policy:

1. ***Special Assistance Available*** - To help all employees understand and deal with problems that may arise from life-threatening illnesses, including AIDS, the Employee Relations Director will:

- a) help obtain information relating to questions about these diseases;
- b) assist in referring employees to proper medical resources, agencies and organizations that provide tests, treatment, assistance and support;
- c) discuss assistance and benefits;
- d) consult with the employee along with his Department Head or supervisor about any concerns regarding work related issues;
- e) If appropriate, circulate information available on health related subjects to properly inform employees; and coordinate seminars or other programs for co-workers and departments related to various life-threatening illnesses.

All employees are encouraged to use the Employee Relations Director as a resource person as needs arise.

2. ***Confidentiality***

In every instance, the Employee Relations Director will take every precaution to see that information about an employee's private health information is kept confidential. Department Heads and Supervisors should also recognize that medical information is personal and confidential and take all reasonable steps to assure confidentiality.

3. ***Work Limitation to be Reported***

When an employee learns that he is not able to safely or adequately perform his job due to any health condition, he must notify the Village following the procedures outlined in *Chapter 5, Section B, Sick Leave*. Employees are encouraged to contact the Employee Relations Director for assistance in coordinating applicable benefits and policies affecting an employee facing a life-threatening illness. At any time the Village may request any employee to undergo an immediate physical exam, at the expense of the Village.

Accommodating special work restrictions for an employee with a life threatening illness may be reviewed and considered at the discretion of the Village Manager in accordance with applicable laws and regulations.

4. ***Understanding***

Employees are asked to be sensitive to the needs of a critically-ill co-worker. Continued employment may be beneficial for an employee who is seriously ill but

can otherwise fulfill the duties of his position, both for personal and financial reasons.

5. *Employment Ties to Performance*

As long as an employee is able to perform his job properly and meets the standards set for performance, and as long as medical evidence shows that continued employment does not endanger either the individual, the public or co-workers, an employee with a life threatening illness may continue working. Because life-threatening illnesses may take many years to seriously affect a person's functional abilities, he may be able to work for a long time without any restrictions or problems. These employees are entitled to the same working conditions as others and will receive coverage, where eligible, under our various support and benefit programs. However, if the employee is unable to perform the essential duties of the position at a standard level of performance on a consistent basis or if the employee could endanger himself or others, the employment relationship must be evaluated. In no case will an employee with a life threatening illness be automatically or summarily discharged because of the life threatening illness.

For additional information see *Chapter 5, Section B - Sick Leave, Chapter 5, Section J - Special Leave, and Chapter 6, Group Benefits.*

Legal Rights Under the Law: Any employee who believes he has been subjected to discrimination based on disability has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6200 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713.

II. EMPLOYEE ASSOCIATIONS AND AFFILIATIONS

The Village of Carol Stream recognizes that employees may join a labor or employee association, although such membership shall be optional.

Municipal officials, management and confidential employees and any other employee as specified by Illinois Statute are excluded from representation by labor organizations and may not be a member of an employee negotiating or grievance committee.

IJ. SOLICITATION OR DISTRIBUTION OF PRINTED MATERIALS

Soliciting by employees for any purpose is prohibited during the working time of the employee who is soliciting and the employee being solicited. This shall include canvassing, collection of funds, pledges, circulations of petitions, solicitation of members, or any similar activity. "Working Time" means the time when the employee actually is scheduled to work, as opposed to his meal time, breaks, and before and after work.

Solicitation and distribution by non-employees are prohibited at all times on Village property not frequented by the general public.

Employees and non-employees are prohibited from posting non-work related materials or literature that have not been approved by the appropriate Department Head on Village owned bulletin boards.

1K. PERSONAL USE OF VILLAGE EQUIPMENT

Purpose: To maintain all Village owned items for the sole purpose of official Village business, not for personal use.

Policy: Village equipment, supplies, tools or vehicles shall not be used for an employee's unauthorized personal use. *See Chapter 1, Section L - Village Vehicle Usage* for more information.

Telephones may be used for limited personal purposes, within reason as determined by the employee's department head, however this is a privilege and not a right. If phone use causes work interference or becomes excessive, the Department Head may restrict phone use. Any personal long distance call must be approved and shall be at the individual employee's expense.

1L. WORKPLACE SEARCH

Purpose: The purpose of this procedure is ensure that all employees understand the Village's legal right to search any and all property owned by the Village of Carol Stream.

Policy: Although desks, file cabinets, lockers, vehicles, offices and other storage devices are provided for the use and/or convenience of employees, they remain the sole property of the Village. Accordingly, they and any articles found within them may be inspected by the immediate supervisor or other authorized Village representative at any time. While the Village will ordinarily attempt to make such inspections with the employee's consent or in the employee's presence, the Village has the right to conduct such inspections without prior consent or notice. Inspections shall be conducted with as much privacy as possible.

1M. ACCEPTANCE OF GIFTS OR GRATUITIES

Purpose: The purpose of this procedure is to protect the integrity of the employee and the Village by avoiding situations, which could make the employee obligated to a supplier or contractor, or could be misinterpreted or cause suspicion to be cast upon the Village.

Policy: All employees shall avoid accepting gratuities. A gratuity shall be any gift, discount, or benefit which is granted to the employee and is not available to the general public. Under this policy, no employee shall accept a gratuity, unless the gift is non-repetitive and of value less than \$10.00 and is intended as advertisement of a vendor's product. Entertainment received from vendors shall be restricted to "coffee" or an occasional meal or similar activity. Acceptance of small quantities of food may also be allowed for consumption, on the premises by

all employees. Any violation of this policy is subject to the discipline procedure and may lead to termination.

IN. VILLAGE VEHICLE USAGE

Purpose: To assure the safety of vehicle operators and the public, as well as to promote proper care and efficient operation of these vehicles.

Policy-General Use: General use: All Village vehicles shall be driven in a safe courteous manner by drivers over the age of eighteen who must possess a valid Illinois drivers license. No one may operate a Village vehicle while impaired due to intoxication, or because of the impairment of drugs (prescribed or otherwise). Village owned vehicles are to be used for conducting official Village business. Personal use of Village vehicles is prohibited with the few exceptions described below.

The driver of a Village vehicle is responsible at all times for not only the safe operation of the vehicle, but also for the safe and lawful condition of the vehicle itself. All drivers must do regular safety checks as defined within their department. Any vehicle faults shall be reported immediately for the issuance of a work order for repair.

Vehicles shall be kept neat inside and outside. Windows and doors shall be closed and locked when not in use. Every precaution must be taken to prevent debris from being blown or falling off of trucks, as well as being discarded by vehicle occupants.

All front seat occupants must wear seat belts. All other laws and regulations must be obeyed. Village employees shall not be accorded any preference by Village or other law enforcement officers. Violations of traffic laws by a Village employee while driving a Village vehicle are subject to review for disciplinary action in addition to normal law enforcement procedures.

No passengers shall be transported in a Village vehicle except when transporting passengers is necessary for conducting official duties.

Vehicles may be used for attending professional and/or governmental association meetings and other meetings, which directly benefit the Village of Carol Stream.

1. Policy-Assigned Vehicles:

The Village Manager may assign some Village personnel a Village vehicle. A Department Head may recommend that an employee take a vehicle home overnight on a temporary basis if the needs of the Village so dictate. The Village Manager shall be the SOLE person to authorize a vehicle for overnight use.

Vehicles assigned by the Village Manager may be used by the employee for transportation to and from work, for non-recurring personal errands on the way to

or from work (provided these errands are within a reasonable distance on a reasonably direct route between home and work) and may transport other Village employees as long as a reasonably direct route between home and work is maintained.

10. HOURS OF WORK, REPORTING SICK AND TIME CARDS

Purpose: To ensure proper payment to employees while ensuring compliance with rules and regulations of the Village, State and Federal Agencies.

Hours of Work: In general the standard working hours are 8 a.m. to 5:00 p.m. Monday through Friday with a one hour unpaid lunch. The Village may from time to time need to restructure the normal workday or workweek for the purpose of promoting the efficiency of municipal government and to meet customer needs.

Flexible work hours/days for non-union employees may be scheduled as long as office operations, service, and availability to the public are not compromised. In addition, because of seasonal or specific departmental responsibilities, these hours and days of work including different tours of duty may be adjusted. At a minimum, Village offices will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, with all "normal" services being offered. The Village Manager must approve any permanent changes in work hours or days.

Department Heads are authorized to establish reasonable lunch and rest periods during each workday. Lunch periods may not be scheduled at the beginning or end of the workday and shall normally be scheduled after the third and before the sixth hour of the workday. The granting of rest periods and the determination of their length and time is discretionary by the department head. These shall be determined by considering departmental operations while complying with applicable state and federal regulations.

Flexible work hours/days must:

- 1) Comply with the Federal and State wage and labor laws.
- 2) Not sacrifice the quality or quantity of services offered to the public. Necessary coverage will be maintained without overburdening other employees.
- 3) Not interfere with supervision or essential interaction with other staff.
- 4) Not necessitate overtime hours or call back pay.

Changes in time that are associated with daylight savings time shall not alter the normal shifts for those employees working shifts and shall be treated as a normal eight hour working shift.

Reporting Sick: Those employees unable to report for work due to illness or other emergency shall follow departmental procedures for reporting this. In general employees are asked to phone their direct supervisor as early as possible or at a minimum within

30 minutes of their starting time.

Employees will receive instructions regarding calling in sick including whom to call, what number to call and what time to call. Employees who find they are unable to report for work shall follow the procedures established within their department. If no Departmental procedure exists the employee must provide notification within 30 minutes of their pre-arranged starting time.

Time Cards: Department Heads shall provide a time card to each employee for daily recording of working hours including overtime. They shall also be responsible for confirming that hours worked by each employee are accurate. A time card for each employee shall be submitted to the Finance Department as required.

The employee shall sign the time card indicating that the daily hours recorded are reported correctly. Time cards must be signed and submitted for each pay period by the dates announced by the Finance Department. Time cards shall include each day worked, hours worked, any occurrences of absences and the type of absence.

IP. DRUG-FREE WORKPLACE

Purpose: The Village of Carol Stream prohibits the unlawful manufacture, distribution, possession, or use of a controlled substance in the workplace and worksites.

It is the goal of The Village of Carol Stream to provide a safe work environment and a healthy, productive workforce as well as to maintain compliance with the Federal Drug Free Workplace Act. On-going compliance with the drug free workplace policy is required by all affected employees.

Policy: In establishing a drug-free workplace, it is the Village policy that there will be ongoing drug education about the dangers of drug use and drug use in the workplace. The Village of Carol Stream will assist an employee in utilizing the Employee Assistance Program, if an employee seeks such assistance prior to any misconduct in conjunction with drug abuse. The EAP personnel are qualified professionals who will make confidential assessment and referral for services and treatment for substance abuse and personal problems. The EAP personnel will see employees who are self-referrals for substance abuse and personal problems affecting them, their dependents, and their work performance.

Each employee or job applicant engaged in the direct or indirect performance of a federal contract shall as a condition of employment, be given a copy of this statement and an employment letter stating that the employee agrees to abide by the terms of this drug-free workplace policy statement by signing a copy of the letter and returning it to the Employee Relations Director within ten (10) days of

receipt. Failure to comply with the policy provision will result in termination, or in the case of a job applicant, consideration for employment withdrawn.

An employee convicted of any drug statute violation occurring in the workplace shall notify the Village within five (5) days after the conviction. The Village will notify the contracting agency within ten (10) days of receiving such notice from the employee or other actual notice of conviction.

Any employee who violates this prohibition may be subject to disciplinary action, including termination.

Additional information regarding the Village of Carol Stream's Drug and Alcohol policy may be obtained through the Employee Relations Department.

1Q. POLICY AGAINST WORKPLACE VIOLENCE

Purpose: It is the objective of the Village of Carol Stream to ensure the safety and well being of our workforce. Therefore the Village has established this policy for any violent acts or threats towards any Village employee.

Policy: Violence or the threat of violence whether direct or implied, by or against any employee of the Village of Carol Stream is unacceptable and will subject the perpetrator to serious disciplinary action and possible criminal charges.

Reporting Procedures: An employee who becomes aware of any threat of workplace violence shall contact either the immediate supervisor or the Employee Relations Director; however, no person shall be required to make a complaint to the person against who the complaint is lodged. The Department Head is responsible to ensure that reports of all incidents known in their department are reported to them and then to the Employee Relations Director. Incidents will be reported to the Village Manager's Office by the Employee Relations Director or by the Department Head if the Employee Relations Director is unavailable. All incidents will be investigated promptly by the Village and will result in appropriate action being taken.

1R. VICTIMS' ECONOMIC SECURITY & SAFETY LEAVE (VESSA)

Purpose: To provide employees with leave benefits, when needed, in accordance with the Victims' Economic Security and Safety Act effective August 25, 2003.

Policy: Any employee who has been subjected to domestic or sexual violence shall be provided leave during work hours for any of the following:

To seek medical attention for, or recover from, physical or psychological injuries;

To obtain services from victim service organizations;

To obtain psychological or other counseling;

To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase safety from future domestic or sexual violence;

To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.

Employees may also take such leave to help a family/household member who is a victim of domestic or sexual violence.

Qualifying employees must notify the Employee Relations Director as soon as possible when requesting time off. While verification is required, the Employee Relations Director will take every precaution to see that all information is kept as confidential as possible. Verification will consist of:

A sworn statement by the employee; **and**

Documentation from an agent of victim services, an attorney, or other professional from whom the employee or their family/household member has sought assistance

or

A police or court record

or

Other corroborating evidence

Employees are entitled to a maximum of 12 weeks unpaid leave during any 12-month period, provided, where practicable, notice has been given at least 48 hours in advance. Employees may also elect to substitute sick leave, paid personal days, or vacation *if applicable*. This leave is not intended to confer a right to leave beyond the twelve weeks of FMLA. Where applicable, FMLA time will run concurrently with VESSA leave.

Employees who take leave under this policy are entitled to be restored to the same or equivalent position upon their return that the employee would have if he had been actively at work, however; seniority and other benefits will not continue to accrue during any unpaid leave. Employees are also entitled to continued health insurance on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the Village shall recover any and all premium contributions provided by the Village during the leave period.

This policy is intended to be an overview of the VESSA and its key features. To the extent that this policy could be read inconsistently with the VESSA, the Act and its Rules shall supersede. Further details about the Victims' Employment Security and Safety Act are available from the Employee Relations Director.

IS. WORKPLACE POLICY ON FIREARMS

Purpose: The Village of Carol Stream maintains a policy prohibiting weapons in the workplace to promote a safe work environment. In order to ensure the safety of employees, clients, contractors and citizens of the Village of Carol Stream, as well as comply with both State and Federal Law, the Village has adopted the following workplace policy specifically to address the issue of firearms:

Policy: Employees of the Village of Carol Stream, other than law enforcement officers specifically authorized to carry a firearm, are prohibited from possessing, carrying or otherwise having control of or using firearms on their person in any buildings owned or leased by the Village, in the performance of duties for the Village, or when performing work for the Village, whether on or off of Village property, and the prohibitions of this policy extend to Village vehicles.

By definition, "firearm" means any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas.*

A Village employee with a valid license to carry a concealed firearm who chooses to carry that firearm while driving to and from work and park in a Village owned or leased parking lot, must secure his firearm and ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle or in the vehicle's trunk in the parking area, in accordance with State law. In the event the employee stores the firearm in the vehicle's trunk, the employee must ensure that the firearm is unloaded at the time the employee exits the vehicle to place the firearm in the trunk. Outside of this exception, employees (other than law enforcement officers specifically authorized to carry a firearm) are prohibited from bringing a firearm onto a Village owned or leased parking lot, even if it is kept in his own vehicle.

In addition, other than law enforcement officers specifically authorized to carry a firearm no visitor or vendor is allowed to possess a firearm in any Village owned or leased building. All employees are to immediately notify the Police department if a visitor or vendor is believed to be carrying a firearm. Under no circumstances should any employee other than law enforcement officers attempt to enforce this policy.

Employee for the purposes of this policy shall mean classifications including but not limited to classified employees, unclassified employees, temporary employees, and contractual employees, members of any Boards or Commissions appointed by Village Officials or functioning on Village property, volunteers while working on behalf of the Village or an elected or appointed Village official.

Additional information regarding the law on concealed firearms may be obtained through the Illinois State Police website at <http://www.isp.state.il.us/firearms/ccw/ccw-faq.cfm>.

*For a list of updated exceptions, please review current state statute.

CHAPTER 2 - GENERAL RULES AND REGULATIONS

2A. RESTRICTED SMOKING AREA POLICY

Purpose: Smoking is only permitted in “Designated Smoking Areas” as outlined below and is prohibited in all other areas of Carol Stream Village facilities.

Definition: Smoking is defined as a lighted cigar, cigarette, pipe or any other lit product.

Policy: Indoor smoking is prohibited at all Village owned facilities open to the general public. These facilities include the Village Hall, The Public Works Center Administration Building and the Water Reclamation Center Administration Building. Outdoor smoking is further prohibited at the main entrances to these facilities and at the northeast Police entrance to the Gregory J. Bielawski Municipal Center. Designated smoking areas for these facilities shall be located outside the buildings in areas in accordance with State and Federal law and as designated by the Village Manager.

2B. EMPLOYEE'S RESPONSIBILITY TO INFORM THE VILLAGE

It is the responsibility of each Village of Carol Stream employee to report all changes in name, address, telephone number, marital status, dependents, next of kin and beneficiaries to his immediate supervisor who shall forward the information to the Employee Relations Department for the official record to ensure the accuracy of the employee's record and benefit status. This information should be submitted within one week of the change.

Any employee required to operate a motor vehicle, whose drivers license is suspended, revoked or for other reasons is no longer valid, must report this immediately to his supervisor and will not be allowed to operate any Village motor vehicle. *See Chapter 2, Section C - Driver's License.*

Any employee who normally operates any Village equipment, including motor vehicles who is using a drug, either prescription or non-prescription, during the workday which could impair work performance, must notify his immediate supervisor.

Convictions relating to any drug statute must be reported within 5 days after the conviction. *See Chapter 1, Section N - Drug Free Workplace.*

Any condition relating to the health of the employee, which affects an employee's work performance, preventing standard essential job performance must be reported.

Any employee who becomes aware of either a direct or indirect threat of violence or an act of violence against or from any employee must report the incident immediately to their supervisor.

Any employee who has obtained a court order of protection or any other type of restraining order against another person should notify their Department Head as a safety measure. The Department Head will notify the Employee Relations Director.

See Chapter 1, Section O Workplace Violence.

Any workplace accident, regardless of severity, should be reported to the employee's immediate supervisor no later than 2 hours after the accident and while still at work. Adverse consequences to the work environment which result from an employee's failure or refusal to inform the Village as provided above may result in the employee's discipline up to and including discharge.

2C. DRIVER'S LICENSE

To operate any Village vehicle, employees must possess a valid Illinois driver's license for the appropriate vehicle classification required by law or as defined in the job description.

In the event that an employee's driver's license should become invalid, the employee must immediately notify the supervisor. Failure to report loss of driving privilege shall be cause for disciplinary action. No person may operate a Village Vehicle without the proper license.

The Village may from time to time verify the validity of employees' driver's licenses.

2D. REPORTS OF INJURY

Employees who are injured while on duty for the Village must make a report of such injury to their immediate supervisor as soon as possible, but no later than 2 hours after the original incident, and while still at work unless emergency medical care prevents him from doing so.

For all injuries, including those not requiring medical attention, supervisors will notify the Department Head, complete the appropriate Worker's Compensation forms and forward all information to the Employee Relations Office within twenty-four hours.

If an employee is injured to the extent requiring medical attention, he shall be taken immediately to the appropriate medical facility as specified by the Village. In the event the facility physician selected by the Village is not available, the injured employee may be taken to Central DuPage Hospital Emergency Room for treatment. Department Heads shall be responsible for notifying the Village Manager of all injuries reported by employees under their supervision. For more information also refer to the *Loss Control Manual*.

2E. CONFIDENTIAL INFORMATION

Employees who have access to confidential information through the performance of their job duties are to maintain the confidentiality of such information unless the performance of their official duties requires the information to be disclosed.

Confidential information is to be used only in connection with the legitimate functions of an employee's job duties. Otherwise, the release of confidential information shall occur only with proper authorization. If contacted personally about confidential information, the employee should direct the inquiring party to the supervisor or the Department Head. Failure to comply with this policy may result in disciplinary action including discharge.

2F. APPEARANCE

Employees are expected to be well groomed and dressed in a manner which is suitable to their responsibilities and position. For those employees issued uniforms, or equipment, unauthorized additions to these will not be permitted. Any employee reporting to work dressed and/or groomed in such a way as to be disruptive to routine business or who presents a safety hazard, to himself and/or others, will be required to return home without pay to change into more appropriate attire.

CHAPTER 3 - EMPLOYMENT

3A. EQUAL EMPLOYMENT POLICY

It is the policy and intent of the Village of Carol Stream to provide equality of opportunity to all persons. No unlawful discrimination for job selections, job assignments, or promotions, not related to a bona fide occupational qualification, shall be exercised in any manner by any Village official, agent or employee against or in favor of any applicant or employee because of political or religious opinion or affiliations, or race, creed, color, national origin, sex, age, ancestry, marital status, sexual preference, unfavorable discharge from military service, physical or mental disability in accordance with applicable Federal and State laws, or other characteristics protected by law. This applies to full or part-time employment, as well as temporary.

Anyone who feels discriminated against because of any of the foregoing reasons may file a complaint with the *Employee Relations Director*, who is in charge of compliance with *EEO policies*.

3B. NON-DISCRIMINATION

An applicant or employee shall be considered for employment, transfer or promotion, only on the basis of his qualifications as required by the position he seeks or holds, relative to experience, training, fitness to perform the primary duties, abilities, skills, knowledge, personal character, and integrity as a proper representative of the Village of Carol Stream.

3C. CITIZENSHIP AND RESIDENCE

All employees of the Village of Carol Stream hired after November 6, 1986 must be citizens of the United States or be an alien authorized to work in the United States under the provisions of the Federal Immigration Reform and Control Act. All new employees will be required to submit documents to the Village which establish both the employee's identity and eligibility to work in the United States as required by law.

Although Village employees are encouraged to reside in Carol Stream, residency within the Village or at any specific distance from the Village is not a prerequisite for initial or continued employment unless specifically required in a job description or as specified by the Village Board or as required by the Village Manager for Executive positions.

3D. PROHIBITION OF EMPLOYMENT OF RELATIVES

For purposes of this section, "relatives" shall mean any person related to a Village officer or employee by blood, marriage or adoption and shall include, but not be limited to: *spouse*, father, mother, stepfather, stepmother, daughter, son, sister, brother, grandmother, grandfather, half brother, half-sister, in-laws or any person residing in the same household of an elected or appointed Village officer or employee.

Relatives of any elected or appointed Village officers or employees are disqualified from holding any compensated, appointed office or employment within the Village government during the term for which such officer or employee is active within Village government, unless the Village Manager shall, following the recommendations of the Department Head, determine that the best interest of the Village shall be served by such employment. Such determination shall be based upon factors including, but not limited to, the unique nature of the position's job requirements, the availability of other qualified candidates for the position, the potential for contact between the applicant and his relative while working for the Village, the potential for undue influence arising from such contact, and the potential for avoiding such contact or influence without adversely affecting the Village's efficiency of operation.

In the event that the status (relationship or employment) of two employees of the Village of Carol Stream changes at any time after their initial employment, and such change results in one relative directly supervising the other, the following shall apply:

One of the related employees may apply for a position in a different Village department for which they are qualified if a vacancy occurs.

In the event that one of the related employees has not been selected to fill a vacancy outside of the department within a period of 3 months, one of the related employees shall be required to terminate his employment.

In the event that neither of the related employees is transferred to a different department or terminates his employment, the related employee with the least seniority shall be terminated by the Village Manager, if both employees remain in the same department at the end of said 3 month period.

3E. EMPLOYMENT STATUS CLASSIFICATIONS

Employment status shall be used to determine eligibility for benefits, among other things, and is classified as follows:

Temporary Employment

Employment for a specific period of time, or for the duration of a specific purpose, project or group of assignments. Temporary employees are ineligible for the general wage adjustment and pay for performance increases. Temporary employees are ineligible for fringe benefits including group insurance and paid time off but are covered under worker's compensation insurance.

Initial Employment

See Chapter 3, Section 1 - The Initial Employment Period.

Regular Employment

Regular employment is defined as employment not for a specific time or a specific purpose or task. Regular employees are eligible for paid time off, annual wage adjustments and pay for performance reviews. As required by the Patient Protection and Affordable Care Act (PPACA), regular employees who are normally scheduled for 30 hours of work per week will be eligible to participate in group insurance.

Regular Employment can either be:

Part-Time Employment

Employment normally requiring less than 8 hours per day.

Full-Time Employment

Normally requiring 8 hours per day, (with a 40 hour work week) unless otherwise required by law.

Job Classification Groups

See Appendix A - Non Exempt Employees & Appendix B - Exempt Employees and Executive Group.

3F. REJECTION OF APPLICATIONS

The Village Manager or his designee may reject any applications for initial employment, promotion or transfer. The reason for such rejection shall include, but are not limited to, the following:

- The applicant is found to lack any of the bona fide occupational qualifications for the position.
- The applicant has been previously employed by the Village and has been removed for cause or did not resign in good standing.
- The applicant has intentionally made a false statement in his application with regard to any material fact, or has practiced, or attempted to practice, deception or fraud in connection with such application.
- The applicant falls under any of the prohibitions listed in *Chapter 3, Section D - Prohibition of Employment of Relatives.*

3G. MEDICAL EXAMINATIONS

All candidates scheduled for full time employment with the Village of Carol Stream will be required to take an appropriate medical examination specific to their classification, including a drug screen, before employment may begin. Additional medical tests may be required if initial tests dictate.

Unless otherwise noted, the medical examination will be paid for by the Village of Carol Stream. The purpose of this medical examination prior to employment with the Village of Carol Stream is to insure the selection of job applicants for the municipal service who are initially medically qualified to perform the essential duties required within a Village job classification with or without reasonable accommodation.

Applicants for regular part-time employment with the Village of Carol Stream shall be required to successfully complete a medical examination and drug screen, and meet the medical standards required for a comparable, regular authorized position of the Village of Carol Stream, prior to appointment.

Any Village employee may be required to receive a medical or psychiatric examination, including fitness for duty exam, at any time as it is deemed necessary by the Village Manager. The Village Manager shall select the professional examiner and the Village will cover the expense of this required exam.

3H. APPLICATION FOR EMPLOYMENT:

All persons seeking employment with the Village of Carol Stream, with the exception of promotions made by the Board of Fire & Police Commission, shall submit a completed Village of Carol Stream application form. The application shall include complete accurate information relating to experience, training, and other applicable qualifications. Information regarding vacancies, job requirements and other facts relating to employment may be officially obtained only from the Employee Relations Director. Application forms are available from the Village Reception Counter, the Administration Department and from the Employee Relations Department. Applications are kept on file for a period of one year.

3I. INITIAL EMPLOYMENT PERIOD

Village employees classified, as a "regular employee" shall work an aggregate of up to 12 full calendar months, in each position to which appointed, in order to complete the initial employment period. Police Officers or others who may be covered by a collective bargaining agreement are subject to the terms of that agreement if the bargaining agreement specifies a different length of time.

The purpose of the initial employment period is designed to test the qualifications of the employee to perform satisfactorily under actual working conditions. The Village of Carol Stream expects all employees' overall conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. An initial evaluation of the new employee shall be conducted at the end of the first six months of employment to measure the new employee's performance and appropriateness in the new position. Another evaluation shall be conducted at twelve months of employment. If the 12-month review is satisfactory, the first pay for performance increase may be granted. If this review is unsatisfactory the employee may be terminated. As is true for all at-will employees throughout their

employment, any employee may be subject to termination at any point during these first twelve months, for any lawful reason, with or without cause.

Temporary employees should be monitored and if employed longer than a six-month period may also be given a performance evaluation periodically, however, no pay for performance increase is provided to a temporary employee.

3J. RESIGNATION

The Village requests that if an employee chooses to resign, he provides his reason to his immediate supervisor at least ten working days prior to his final workday.

At least 15 working days notice (thirty days preferred) is requested prior to a final workday for Executive personnel.

A copy of the letter of resignation or a memo to that effect from the department head must be forwarded to the Employee Relations Director.

A resigning employee will be scheduled for an exit interview and must return the Village ID card, any keys issued as well as any other Village property that they had been issued or had acquired.

Upon notice of termination, all employees receiving pay through the direct deposit system will immediately be converted to a regular paycheck.

An employee who has resigned from Village service and is subsequently re-employed will not be credited with prior service for the purpose of computing the accrual of vacation time, sick time or seniority.

3K. EXIT INTERVIEW

Any time a regular employee permanently terminates employment with the Village, whether such terminations are by retirement, resignation or otherwise, the employee's department head should notify the Employee Relations Director to schedule an appointment for an exit interview. Insurance continuation eligibility will be discussed, as well as other important separation information. The exit interview portion of this discussion is voluntary on the part of the employee and in no way will affect any monies or benefits due to the employee by virtue of the separation. In the event the employee wishes not to participate in an exit interview, the employee should still attend a meeting with the Employee Relations Director to finalize his separation and ensure his understanding of applicable benefit information.

During the course of the Exit Interview, the employee is encouraged to provide input into matters directly associated with his employment with the Village of Carol Stream such as: job satisfaction; Personnel matters; training, both in-house and outside; the employee's impression of the supervision and training they received; compensation; general suggestions as to how to improve the delivery of services to both the employee and the citizens; the employee's reason for leaving.

3L. LAYOFFS AND RECALL

The Village of Carol Stream retains discretion to determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Employees will be given as much notice as possible in the event of a layoff.

In the event of reductions in force, employees will be laid off in accordance with Village needs and the employee's ability to perform the remaining work available without further training.

Sworn police personnel not covered by a collective bargaining agreement will be subject to lay off provisions as outlined in the state statutes.

Employees who are laid off shall be placed in 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 presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the Village in writing of his 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 current mailing address.

During the layoff period benefit accrual is discontinued, however insurance coverage for eligible employees is available through the Consolidated Omnibus Budget Reconciliation Act laws and provisions stated in *Chapter 6, Section F - COBRA*.

CHAPTER 4. COMPENSATION

4A. METHODOLOGY IN DETERMINING PAY RANGE

Resolution No. 302 adopted by the Village Board in January of 1975 states that "in order to recruit and maintain the best municipal talent in the Chicago metropolitan area, it is the intent of the Village to pay salaries competitive with the top third of all salaries paid for comparable positions in the Chicago metropolitan area consistent with sound economic policies of the Village of Carol Stream". In order to determine comparable positions and the one third pay level for these positions, the Carol Stream pay ranges are compared annually to pay ranges in municipalities of similar size, population, geographical location, service production, governmental structure, and/or socioeconomic make-up. On the basis of information derived from such studies, the Village Manager may recommend changes in the assignment of pay ranges to the Village Board.

In determining their annual levels, the following criteria will be used:

- A. The results of a salary survey.
- B. The financial policies of the Village.
- C. Economic considerations.

Generally no employee will be paid below the minimum set for that employee's pay classification and no employee shall receive an increase that will cause him to be paid above the maximum base rate for that employee's pay classification.

4B. PAY FOR PERFORMANCE

In order to insure the highest and best service to the Village residents as well as to further the goals and objectives of the Village as a whole, an effective performance management program shall be established for all regular employees. The objectives of the performance management system are:

To encourage the development of employee performance and to maintain that performance at the highest levels possible.

To recognize various levels of performance and reward employees for that performance through the employee compensation plan.

To be a tool for supervisors in their important administrative role within the Village organization by monitoring their employee's performance and measuring that performance within a fair and effective time frame. To identify the strengths and weaknesses of the individual employee, as well as to establish a constructive means for developing the employee's strengths and for correcting the weaknesses.

To provide a two-way communication link between the supervisor and employee so that positive feedback can be applied to daily activities.

Performance is determined through a formal evaluation process for each regular employee. The evaluation will consider the employee's abilities, training, and service record compared to the levels and guidelines established for the position. The Village of Carol Stream expects all employees' conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. The work performance of every employee shall be evaluated on an ongoing basis. Formal evaluations will be conducted after six months in a new or initial classification, at one year, and annually thereafter. For the eligible employees, a salary adjustment, based upon performance, shall be considered once annually, on the anniversary date of employment or promotion.

Pay for performance increases (if any) are restricted to amounts, which adjust the employee's salary within the position's established salary range, as determined by the Village Board on an annual basis.

Pay increases for annual performance adjustments for Executive level positions shall be based on the Village Manager's determination of work performance. These are completed at the first anniversary and then each May of following years.

Employees receiving a review that does not meet standard performance levels shall be placed on probation for a period not to exceed three months. During this period, the work record of that employee shall be closely monitored by the supervisor, after which another evaluation shall be conducted for the purpose of reviewing work performance but shall not result in a pay increase. Two consecutive reviews that do not meet standard performance levels may lead to termination. This provision shall not limit the ability of the Village Manager to terminate an employee at any time in the manner permitted by law.

In the event that an employee is dissatisfied with the procedures used in conducting the yearly performance appraisal, an appeal may be filed. The appeal shall be filed by the employee to the supervisor/evaluator in writing after the performance appraisal has been completed, but no later than 7 working days after the final meeting. Failure to file within this time shall waive any rights to the grievance process. The written appeal should state the following:

- 1. The specific reason the employee is dissatisfied with what has taken place in his appraisal.*
- 2. Any written documentation pertaining to their reasons for disagreement.*

Once the written appeal is given to the evaluator/supervisor, the supervisor shall forward a copy of the appeal to the Employee Relations Director, examine the issues presented, discuss the appeal with involved parties and shall provide a written response to the employee within 7 working days, unless undue circumstances prevent a response in such

time period. If the employee continues to be dissatisfied, the employee may submit a written appeal to the Department Head within 7 working days. The Department Head shall examine the issues presented, discuss the appeal with all involved parties and shall provide a written response to the employee within 7 working days. If the employee continues to feel the concerns were not adequately addressed, the employee may submit a final written appeal to the Village Manager. The Village Manager or designee shall consider the facts presented by all parties, may hold a meeting with the involved parties to discuss the appeal and shall provide a written response to the appeal within 7 working days from receipt of the appeal. In all cases the decision of the Village Manager shall be final.

Temporary employees are not eligible to receive pay for performance increases. Performance evaluations may however be conducted periodically for temporary employees but will not result in a pay adjustment.

4C. SPECIAL ASSIGNMENT PAY

Certain positions are recognized to have additional responsibilities that are not otherwise stated in their general job descriptions. Special assignment pay may be requested by the Department Head, and must be recommended by the Employee Relations Director and approved by the Village Manager.

Special assignment pay is not guaranteed, is not automatic and may be revoked at the discretion of the Department Head or Employee Relations Director with the approval of the Village Manager.

Special assignment pay shall not become a part of the base salary of the employee for the purpose of calculating overtime, pay for performance increases or lump sum bonuses if applicable. However, it is included for pension and tax purposes. The employees shall receive this amount added to their bi-weekly payroll check only during the period they are approved for this designation.

When a Community Service Technician or Records Clerk is assigned as a Field Trainer, that employee shall be compensated by an additional \$13.50 for each day so assigned. Adjustment to this compensation will be made as warranted.

4D. EDUCATIONAL PLAN, LICENSES & MEMBERSHIPS

The Village of Carol Stream is committed to the professional development and education of its employees. In an effort to achieve this goal, the Village will provide financial assistance to all eligible employees for pre-approved educational programs, licenses and memberships according to the guidelines set forth in this policy.

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 Department Head on the Tuition Reimbursement Form. If the

Department Head recommends reimbursement, approval of both coursework and educational institution must also be given by the Employee Relations Director and Village Manager. The Village maintains the right to request additional quotations for similar programs before reaching a final decision.

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

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

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

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.

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Beginning May 1, 2018 – April 30, 2019, an employee may receive up to \$8,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

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

Degree Program: Employees beginning a directly job-related educational program culminating in a college degree shall submit a written request to the Department Head 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 their Department Head a listing of all courses, attendance dates and credit hours intended to be taken towards the degree program for the next 12 months.

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

Employees who do not remain in active service with the Village for at least two (2) years after completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

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

Employees shall be limited to one course at a time, however, exceptions to this policy may be considered on an individual basis based upon Village and Departmental needs, employee performance and availability of funds. The amount of reimbursement will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion, will forfeit reimbursement. If the employee leaves the employment of the Village within two (2) years after completing a course or courses, the employee shall repay the Village the full amount of tuition reimbursement.

Licenses: Licenses required by the State, to perform specific tasks, part of normal Village job duties, and as stated in the official job classification, may be paid for in part or in full as determined by the Village Manager.

Memberships: Dues for employee memberships in recognized professional organizations as well as subscriptions for professional publications or trade journals, may be paid by the Village, when participation promotes the development of advanced job knowledge.

Payments for dues, licenses, subscriptions or education shall only be made at the request of the Department Head with the approval of the Village Manager. Payments made to the employee will be subject to appropriate tax laws.

4E. OVERTIME

1. Non-Exempt Employees:

The Fair Labor Standards Act (FLSA) requires the payment of time and one-half for all hours worked in excess of forty (40) hours in each week to all employees who are classified as non-exempt under the law. See *Appendix A*. The Village of Carol Stream will pay non-exempt, non-contract employees in 15 minute increments when they are required to work more than 40 hours in one week. Paid time off including sick leave will be considered toward the 40 hours.

a) Call Back: (Emergency Overtime)

When due to the immediacy of Village operations or a breakdown in Village services, employees are required to return or remain in the work place to perform their duties on an overtime non-scheduled basis when emergency overtime arises. The supervisor and the department head that have authorized the overtime must

approve emergency overtime as soon as possible. Non-exempt employees called back to work during non-scheduled hours or on non-prearranged work during their off-duty periods, which is not contiguous to their regular workday, will qualify for callback pay. When an employee is called back to duty, he will be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular hourly rate of pay. This call back time shall start when the employee reports at the assigned work area and shall end when the employee is released from work.

Scheduled time resulting in overtime pay is not subject to the provisions of this call back policy.

b) Court Attendance:

When a non-exempt, non-sworn employee is required to report to any court or administrative hearing, as a result of an exercise of their duties with the Village of Carol Stream, outside of their regularly scheduled hours of work and in excess of the standard work week, the employee shall be compensated as follows:

- Two (2) hours minimum at and time and one half pay for any hearing as a result of an exercise of their duties on behalf of the Village.
- or
- The employee shall be paid at time and one half for all time actually spent while attending court or hearings. No employee shall receive less than a minimum of two hours time and one half pay under this provision.

It is the responsibility of each department head and the Village Manager to control overtime. Prior approval by the Village Manager and/or department head is required before overtime work can be performed. A department head may delegate the authority to a supervisor to approve overtime work within that department. As a general rule, overtime work should only be performed under direction of a supervisor who is classified as exempt or an employee who is acting in a supervisory capacity.

When a non-exempt employee is absent from work (for less than one day) with no paid leave benefit available, the time away from work will be docked. All non-exempt employees must record actual hours worked on their time sheets. This includes both the hours worked within the regular workweek and any additional overtime hours beyond the standard forty, (40) hour workweek. When available, all employees must sign their timecard prior to supervisory review. The supervisor who authorized the overtime must initial time sheets.

The employee's supervisor prior to commencement of the work must approve overtime work. Efforts will be made to balance overtime among qualified employees. Employees may be required to work overtime when necessary as determined by their supervisor. The Village has the right to schedule overtime work as required in the manner most advantageous to the Village and consistent with the requirements of municipal employment in the public interest. Overtime work, whenever possible shall be distributed equally among qualified employees

within a specific job classification who are performing similar work on the same shift.

Failure to report for overtime work when directed by a supervisor acting within established policy and/or direction of the Village Manager may result in disciplinary action being taken against the employee.

2. Exempt employees

Employees working in classifications that are exempt for purposes of the Fair Labor Standards Act are not eligible for overtime pay or compensatory time off. Exempt positions are listed in Appendix B of this manual. Exempt positions are classified in accordance with the law and include: managerial, administrative and professional positions. It is implicit in the nature of the work performed by exempt employees that they may from time to time spend more than forty (40) hours in performing their duties and responsibilities. In general, this extra time has been accounted for in establishment of the pay ranges to which these positions are assigned. Employees working in exempt positions shall perform extra work beyond the standard work week without receiving any additional compensation and are required to work as much overtime as is necessary to properly complete their assigned duties and responsibilities.

Certain supervisory or professional exempt positions may be eligible to receive additional compensation under extraordinary situations such as a civil emergency, when exempt employees may be required to work excessive hours for an extended period of time. Special compensation may be arranged by the Village Manager for those positions involved.

Police Sergeants may claim additional straight time pay or compensatory time for the time beginning 20 minutes following the end of their regular shift. The 30 minutes immediately preceding and the 20 minutes immediately following the Sergeant's shifts are compensated by the awarding of special assignment pay. In addition to special assignment pay, Police Sergeants will receive 1.5 times pay for any call back, hire back or other assignments outside of time spent in regular shift administration (including departmental staff meetings). These payments are in addition to the employee's regular salary.

See Chapter 4, Section C - Special Assignment Pay.

4G. PAY PERIODS

The Village of Carol Stream pays on a bi-weekly basis with twenty-six (26) pay periods in a twelve (12) month period. Paychecks are distributed every other Friday. If one of these Fridays falls on a holiday, the paychecks are distributed on the last workday preceding the holiday. Mechanical or human failure may delay paychecks from being delivered normally. Every effort will be made to pay employees promptly. In an effort to encourage increased efficiency, it is recommended that all employees take advantage the Village's Direct Deposit

Program. Employees who have questions regarding their paycheck should contact the Finance Department.

Travel Expenses: Subject to budget allocations and approval of the Village Manager, travel expenses may be reimbursed to municipal employees attending authorized municipal and or professional meetings and conferences. Such expenses may include registration, transportation, meals and lodging. More information on travel reimbursement can be found in the Administrative Procedures Manual, Operating Procedure #43.

4H. PROMOTIONS, TRANSFERS, ACTING STATUS

Promotions: A promotion is any movement from one position to another that has a salary range mid-point approximately 10% higher than the previous position. When an employee is promoted to a non-department head position the entrance rate shall be generally the lowest point in the higher range that will provide an increase of approximately 5-7% for a non-supervisory position, and up to 10% for a supervisory position, over the rate of pay received immediately prior to the promotion. If the promotion is to fill a department head position, the amount of increase is determined by the Village Manager. It is important to point out the factors to be considered in determining the amount of the increasing salary due to promotion. This increase is provided to reflect these major factors:

- increased duties and responsibilities of the new position.
- complexity of new duties over previous duties.
- service length and performance record of the employee in his previous position.
- the year wait from the date of the promotion until the next review for pay purposes.

When an employee is promoted to a supervisory or department head position, the increase will be determined by reviewing the internal equity between the newly promoted person and his subordinates, as well as qualifications for the position. Any promoted employee must be placed within the established minimum and maximum of the new pay range. When the promotion removes an employee from a collective bargaining unit and that employee did not receive any across the board wage adjustment for the current fiscal year due to an expired contract, an adjustment will be applied upon promotion. The adjustment will be the same percentage as the non-union employee's general wage adjustment and will be effective on the date of the promotion. This increase will be calculated with the employee's base rate prior to promotion, after which the promotional increase will be applied.

When an employee (non-union) is recommended for promotion, a performance review is conducted. Salary increases normally associated with the performance review shall be pro-rated based on the length of the time since the last review. This performance review may be a detailed memo from the supervisor and/or

department head and shall contain a recommended performance rating which must be approved by the Employee Relations Director and the Village Manager.

As a result of a promotion, the employee's anniversary date will change to the date of the promotion and the employee shall be reviewed thereafter on an annual basis for pay purposes based on the new date. An initial evaluation following promotion shall be conducted at the end of the first six months to measure the employee's performance and appropriateness in the new position. If the rating is satisfactory, then a copy of the evaluation is placed in the employee's file and used as a reference for ensuing reviews. Another evaluation shall be conducted at twelve months of employment. If the 12-month review is satisfactory a pay for performance increase may be granted. In the event the promoted employee does not receive a satisfactory rating as a result of this review, he shall revert to a lower position, if one is available, and the person is qualified for such position. If returned to the position held immediately prior to the promotion he shall receive the rate of pay to which he would have been entitled had the promotion not occurred. Returning to a lower position does not apply to situations covered under the rules of the Board of Fire and Police Commissioners.

Transfers: If an employee applies for a promotion or a transfer to a different department, the employee's current department head shall be notified by the employee if selected to be interviewed or tested for the vacant position. If the employee meets the qualifications of the position and is strongly being considered for the new position, the department head of the vacant position, shall notify the employee's current department head of this consideration.

When an employee from a position in one department transfers to a position in another department within the Village, the promoted employee must remain in his original position until a replacement is hired and trained, unless waived by the Village Manager.

For a lateral transfer, the anniversary date will not change, the new supervisor shall work with the former supervisor to complete an accurate performance evaluation.

Acting Status: If a vacancy occurs in an administrative or supervisory position due to: a prolonged illness, resignation, termination, retirement or extended unpaid leave of absence, a qualified employee may be appointed to assume the duties of the vacant position. The employee must be recommended for "acting" capacity by the Department Head, Employee Relations Director and approved by the Village Manager. A pay adjustment may be made in recognition of the increased responsibilities. The "acting" pay increase will be approximately a 5% increase, placing the acting employee's pay at least to the minimum, but not above the maximum pay, in the range of the vacant position. If the employee's anniversary date falls during the "acting" period, the evaluation and any pay increase (including retro active pay) will be delayed until after the acting period,

when the employee returns to his regular position. "Acting" pay may be maintained for up to three months after the vacancy is filled, to recognize the training time to be spent with the newly hired individual.

"Acting" pay may be adjusted once begun, only if a general wage adjustment occurs changing the employee's original (regular) rate of pay. The "acting" pay will be adjusted accordingly to maintain the approximately 5% difference between the employee's original (regular) base pay and the "acting" pay.

CHAPTER 5 – LEAVE POLICIES

5A. HOLIDAYS

The legal holidays for the Village of Carol Stream employees shall be:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

If one of the above holidays falls on a Saturday, the Village designated holiday shall be Friday and if the holiday falls on a Sunday, the designated holiday shall be Monday unless otherwise determined by the Village Manager. The exception to this affects 24 hour, non-contract shift personnel in the Police Department.

The designated holiday for non-exempt shift employees within any department operating on a 24 hour basis, as well as for Patrol Sergeants, shall be considered to occur on the actual holiday even if the Village offices and other employees observe the holiday on the preceding Friday or following Monday.

Holiday compensation will be paid at an 8 hour straight time rate to regular full time employees. Regular part-time employees regularly scheduled to work 20 or more hours per week will be compensated on a pro-rated basis based upon their normal workday. To qualify an employee must have worked the day before and the day after the holiday, unless the absence is authorized as a scheduled vacation, a verified illness, other verified leave or a regularly scheduled day off. In the event that a non-exempt employee is required to work on one of these designated holidays, he shall be paid at time and one-half times his regular rate for the actual time worked, along with the holiday compensation.

In any department operating on a 24 hour shift basis, where a non-exempt shift employee or Patrol Sergeant is required to work on the actual holiday, the employee will be paid at one and one-half times their regular rate for actual time worked, the employee may "bank the holiday" to be taken as a day off in the future or be paid the holiday compensation in the pay period in which the designated holiday falls. If the holiday falls on a regularly scheduled day off, the employee will be given an alternate day off as that holiday. This must be shown on the time card in which the designated holiday falls.

If a holiday occurs during vacation leave, the employee need not charge that day to vacation leave. If a holiday occurs during an employee's paid approved sick leave that day shall also be paid as a holiday.

Holiday pay will not apply to any employee during an unpaid special leave. See Chapter 5, Section J - Special Leave.

All leaves are recorded and officially tracked in the Finance Department.

5B. SICK LEAVE

For all employees hired prior to 5/1/12, sick leave shall be earned, effective from the first day of employment at the rate of one (1) day for each month worked. Employees hired on or after 5/1/12, who are regularly scheduled to work 20 or more hours per week will earn sick leave at the rate of ½ day for each month worked. (In the case of regular part-time employees a "day" shall consist of the customary number of hours normally worked by that employee.)

As a retirement bonus, sick leave of more than one hundred fourteen (114) days shall be converted to vacation pay at the rate of one (1) day of vacation for every two (2) days of sick leave over one hundred fourteen (114) days. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate pension program and being eligible to immediately receive pension benefits thereof. The employee may elect to receive said amount in the form of either pay or vacation with pay.

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

1. An employee's illness or injury of an incapacitating nature sufficient to justify absence from work. (Note: pregnancy is considered as any other illness or injury under this policy.)
2. If approved by a Department Head, an employee's medical or dental appointment that cannot be scheduled outside of working hours.
3. Absence required by serious illness or disability of a member of the employee's immediate family. Such use of sick leave required by a serious illness of those defined here, may be allowed for up to a maximum of fifteen work days if the employee's presence is medically required. The employee is responsible to provide justification for his absence. Approval for this must be obtained from the Department Head. Note: For purposes of this policy, the immediate family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, next of kin (nearest blood relative) including any relationship arising through adoption provided that the time off is taken for caring for this individual.

A uniform standard by which each employee is evaluated for attendance is used by all Departments. An incidence of sick leave is whenever an employee uses 4 hours or more of sick leave at one time. An acceptable standard for the use of sick leave is 4 incidences in one year. All incidents of sick leave will be recorded on the time card and monitored by the Department.

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work period. At the time of providing this notice, the employee must provide sufficient

information in order for the Village to ascertain whether the reason for the absence is a Family Medical Leave Act (FMLA) qualifying reason. If any absence qualifies for FMLA said leave will automatically be applied in concurrence with all paid and/or unpaid time.

In the event sick leave is taken for more than three consecutive days, the employee shall furnish written confirmation of illness or injury signed by a healthcare provider. The Employee Relations Director shall provide to the doctor a detailed list of the daily activities of the employee, to assist in the determination of the employee's work capacity. Said doctor's certificate shall be required for all absences of more than three (3) consecutive days, and in all cases shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties. The doctor's certificate may also be required during instances of more than three absences for sick leave occurring in any twelve month period or when abuse is suspected or when necessary to verify Family and Medical Leave Act eligibility.

Special Duty Assignment: If an employee is temporarily disabled due to illness, injury or other physically limiting conditions, the Department Head may authorize a special duty assignment. Special duty assignments if approved must meet these criteria:

- The services are necessary to the operation of the Department/Village
- The services are temporary and have a fixed starting and ending date.
- The services are within the scope of the employee's restrictions as outlined by a physician.
- The services do not displace any other department employee.

Special duty assignments may be made after consideration of the above factors in each individual circumstance, and in all cases:

- Include a physician's note that includes the specific restrictions
- Include a memo outlining the duties of the special duty assignment
- Be forwarded to the Employee Relations Department for filing
- Reviewed and re-submitted at a minimum of 30 day intervals

Special duty assignments cannot exceed 12 months. Assignments will be discretionary by the Village Executive Staff.

5C. PERSONAL LEAVE

Paid personal leave is allowed for all Village employees regularly scheduled to work 20 or more hours per week. It is acquired at the rate of three (3) workdays per calendar year for full-time employees, with a correspondingly lesser rate for regular part-time employees. Newly hired employees will be compensated on a pro-rated basis based upon the date in which the employee begins his employment.

Personal leave must be used within the calendar year given, and may not be carried over from year to year. Normally employees must request personal leave at least 24 hours in

advance and approval from the Department Head or his designee is required. Individual Departments may require written requests or the use of a departmental leave form.

5D. SICK LEAVE INCENTIVE PROGRAM

As an incentive, 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.

Regular part-time employees who are regularly scheduled to work 20 or more hours per week will be compensated on a pro-rated basis based upon their normal workday.

5E. VACATION LEAVE

Vacations with pay shall be granted to all regular employees regularly scheduled to work 20 or more hours per week. Vacation for full-time employees will accrue on a bi-weekly basis as follows:

1st year through 4th year	10 work days per year. (3.08 hours bi-weekly)
5th year of employment	15 work days per year. (4.62 hours bi-weekly)
13th year of employment	20 work days per year. (6.16 hours bi-weekly)

(Part-time regular employees have a pro-rated vacation schedule based upon normal scheduled work hours.)

Maximum Vacation Usage & Accrual: Vacation leave shall be taken by the eligible employee upon approval of the department head at a time that will not interfere unreasonably with the operation of the employee's department. *Unless otherwise approved by the Village Manager,* employees shall be allowed to carry up to, but not more than, two (2) times their annual allotment:

<i>1st year through 4th year</i>	<i>160 Hours</i>
<i>5th year of employment</i>	<i>240 Hours</i>
<i>13th year of employment</i>	<i>320 Hours</i>
<i>20th year of employment</i>	<i>400 Hours</i>

Vacation time in excess of allowable hours will be forfeited.

Employees hired prior to 5/1/12 shall accrue a fifth week of vacation beginning in their 20th year of employment, at the rate of 2.083 work days per month. Executive positions

shall accrue five (5) days vacation leave per year in addition to the vacation schedule set forth above. This additional vacation may also be taken as compensation at the executive employee's election. However; no employee may elect additional vacation if said election results in an overall vacation balance that exceeds the maximum allowable accrual.

Note: Given the additional week of vacation received by executive employees, maximum accrual rates are increased by 80 hours.

Vacation Accrual During Leaves of Absence Without Pay: Vacation time credit shall not be accumulated during any leave of absence without pay. In addition, vacation time credit shall not be accrued during an employee's extended illness or during leaves of absence exceeding 30 days.

Vacation Benefits Upon Termination of Employment: Compensation for unused vacation at the time of termination, except in the case of retirement, shall be made in a one time payment. When an employee retires from the Village, compensation for unused vacation may be taken either in time or pay. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and being eligible for pension benefits thereof.

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

Vacation Scheduling: Each department head shall establish a vacation schedule for his department sufficiently early in each year so that the department's supervisors can coordinate the vacations within the work program of the department. Vacation schedules shall be arranged so as to minimize disruption of the work to the department.

Emergency Recall: In case of an emergency, the Village Manager or Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back an employee from a vacation in progress.

5F. FAMILY & MEDICAL LEAVE

Purpose: To provide employees with leave benefits, when needed, in accordance with the Family & Medical Leave Act effective August 5, 1993 ("FMLA").

Policy: You are eligible to take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave provided you: 1) have worked for the Village for at least 12 months, 2) have worked at least 1250 hours in the last 12 months, and 3) are employed at a worksite that has 50 or more employees within a 75 mile radius. The "12-month period" is a rolling period, measured backward from the date a leave is to be taken.

Reason for Leave: If you are eligible, you may take family/medical leave for any of the following reasons: 1) the birth of a son or daughter and in order to care for such son or daughter; 2) the placement of a son or daughter with you for adoption or foster care; 3) to care for a spouse, son, daughter, or parent ("covered family member") with a serious

health condition; 4) because of your own serious health condition which renders you unable to perform the functions of your position; 5) because a spouse, child, parent, or next of kin of a covered military service member is recovering from a serious illness or injury sustained in the line of duty*; or 6) because of any qualifying exigency arising out of a spouse, child or parent on active duty or notified of an impending call to active duty. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Village who request leave because of reasons "1" or "2" or to care for an ill parent, may only take a combined aggregate total of 12 weeks leave for such purpose during any 12 month period.

*Note: Unlike all other leaves, leave because of reason "5" may take up to 26 weeks in a single 12-month period. This military caregiver leave is available during a single 12 month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

Notice of Leave: If your need for family/medical leave is foreseeable, you must give the Village at least 30 days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, you are expected to notify the Village as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The Village has Request for Family/Medical Leave forms available from the Employee Relations Department. You should use these forms when requesting leave.

Medical Certification: If you are requesting leave because of your own or a covered family member's serious health condition, illness or injury, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain a Certification of Healthcare Provider form from the Employee Relations Director. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the healthcare provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA qualifying condition, the employee's absences will be treated according to the attendance standards.

The Village, at its expense, may require an examination by a second healthcare provider designated by the Village. If the second healthcare provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable healthcare provider to conduct an examination and provide a final and binding opinion. The Village may also require medical re-certification periodically during the

leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

Reporting While on Leave: If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

Leave is Unpaid: Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, illness or injury, any accrued paid vacation/personal time as well as sick time if deemed medically necessary, must be used in conjunction with unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid sick, and vacation/personal leave you have must be used in conjunction with any unpaid family/medical leave. In addition, the Village's short-term and/or long-term disability may apply as part of the 12-week leave period when the leave requested is due to your serious health condition or birth of a child. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

Medical and Other Benefits: During an approved family/medical leave, the Village will maintain your health benefits, as if you continued to be actively employed. If paid leave is used in conjunction with unpaid family/medical leave, the Village will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group healthcare coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Key Employees: Certain "key" employees (i.e. a salaried employee who is in the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Village. The Village will notify you if you qualify as a "key" employee, if the Village intends to deny reinstatement, and of your rights in such instances.

Intermittent and Reduced Schedule Leave: Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer you to an available alternative position

which better accommodates your recurring leave and which has equivalent pay and benefits.

Other Applicable Leaves: FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker's compensation leave will simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

Returning From Leave: If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Employee Relations Director. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until provided.

Legal Rights Under the Law: Any employee who believes his rights under the Family Medical Leave Act have been violated may file a complaint with the United States Department of Labor: 1-866-4-USA-DOL.

5G. JURY LEAVE

Any regular employee regularly scheduled to work 20 or more hours per week will be allowed time off with pay for the portion of the employee's work day that overlaps with hours spent on jury duty when said employee is required to serve as a juror at a court of law.

After an employee receives payment from the court for their jury duty, that check must be turned into the Village Finance Department, less mileage reimbursement. No employee may be compensated more than their regular day's pay for their jury time served.

If the jury duty payment is not turned over to the Village, the Finance Department may deduct the jury payment from future paychecks.

5H. BEREAVEMENT LEAVE

1. An employee who is regularly scheduled to work 20 or more hours per week shall be entitled to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. Immediate Family for the purposes of bereavement leave is defined as: husband, wife, stepmother, stepfather, daughter, son, stepdaughter, stepson, mother, father, sister, brother, stepsister, stepbrother, the spouses of any of these, and any "in law" relationship of the above including relationships arising from adoption.

An employee who is regularly scheduled to work 20 or more hours per week shall be granted one day leave with pay for death of "other close family members". "Other close family members" is defined as grandparents, grandchildren, uncles and aunts. In the case of grandchildren, up to two (2) additional days leave with pay may be granted at the discretion of the Department Head and with approval of the Village Manager and based upon the needs of the department.

Employees who wish to attend the funeral of persons other than set forth in this section may use vacation or personal leave, if available, and if approved by the Department Head.

The Village may request the employee to provide documentation of death. Any leave used for this purpose must be arranged within 30 days of the death.

2. Child Bereavement Leave Act. All employees eligible to take leave under the Family and Medical Leave Act, (26 USC 2601 et seq.) shall be entitled to use a maximum of 10 working days of unpaid leave for the purpose of:
a. attending the funeral or alternative of a funeral of a child;
b. making arrangements necessitated by the death of the child; or
c. grieving the death of the child.

Child shall be defined as an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis.

Unpaid child bereavement leave must be used within 60 days of the date on which the employee receives notice of the death of the child. An employee shall provide his or her department head with at least 48 hours of advance notice of the employee's intention to take child bereavement leave, unless such notice is not reasonable or practicable. The Village may request the employee to provide documentation of death of the child.

In the event of the death of more than one child in a 12 month period, an eligible employee is entitled to up to a total of 30 working days of unpaid child bereavement leave during the 12 month period. The right to take child bereavement leave under the Child Bereavement Leave Act is not in addition to any unpaid leave time allowed under the Family and Medical Leave Act of 1993 (26 USC 2601 et seq.)

Unpaid child bereavement leave is not in addition to any paid bereavement leave provided to an employee. An employee eligible for paid bereavement leave as provided in Subsection I herein may elect to substitute paid bereavement leave for up to five days of unpaid child bereavement leave.

5H. BEREAVEMENT LEAVE

A department head may authorize an employee who is regularly scheduled to work 20 or more hours per week to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. The immediate family for the purposes of bereavement leave is defined as: Husband, wife, stepmother,

~~stepfather, daughter, son, stepdaughter, stepson, mother, father, sister, brother, stepsister, stepbrother, next of kin, the spouses of any of these, and any "in-law" relationship of the above including relationships arising from adoption.~~

~~An employee shall be granted one day with pay for death of "other close family members". "Other close family members" shall only include grandparents, grandchildren, uncles and aunts. In the case of grandchildren, up to two (2) additional days may be granted at the discretion of the Department Head with approval of the Village Manager.~~

~~All other family members including in-law relationships of "other close family members", non-family members, and any additional time needed for attending funerals shall be charged to vacation or personal leave. The Village may request the employee to provide proof of death. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Any leave used for this purpose must be arranged within 30 days of the death.~~

~~Note: For the purposes of Bereavement leave, a workday is defined as the normal number of hours an employee is regularly scheduled to work per day.~~

5I. VOTING LEAVE

Employees whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted two (2) hours off, to vote in any Federal, State, or local general election, if the employee requests the time off prior to the election day. The Village may designate the 2-hour period off to vote.

5J. ~~SPECIAL UNPAID LEAVE~~

The Village Manager may authorize an employee to be absent without compensation ~~for special leave~~ where the request for leave does not fall within the scope of any other leave provision in this manual. Special Unpaid leave requests are subject to the following:

- Leave of absence shall be for a period not to exceed one year.
- All requests for leaves of absence must be made in writing, must state the reasons for the request, must state why the request should be granted, and must have the date when the leave is to commence and terminate.
- The Department Head may recommend that the Village Manager approve or deny such request on the basis of the department's operational requirements, availability of temporary substitute employees, and the work and attendance record of the employee requesting the leave.
- The employee must be an a post-probationary employee with the Village ~~for a minimum of two years~~ to be eligible for an special-unpaid leave of absence. The individual may not be employed elsewhere during the leave of absence.

- Employees requesting leaves of absences shall be aware of the fact that all positions in the Village are subject to elimination by re-organization or due to funding constraints. As such, absolute assurances of re-instatement cannot be given. If the position is still in existence and is vacant at the conclusion of the leave of absence, the employee shall resume the same status therein. If the position no longer exists, reasonable effort will be made to place the employee in a suitable position as soon as possible. If no position for which the employee is qualified becomes available within six months from the conclusion of the leave, employment will be terminated. An employee who does not return from special-unpaid leave on the specified date may be terminated.

Unpaid Leave for Probationary Employees: Unpaid Leave for probationary employees is generally prohibited. Exceptions will be considered under the following circumstances, and are subject to all other provisions of the regular unpaid leave policy stated above:

- Employees not eligible for any other leave entitlement under the law experiencing an unavoidable short-term medical issue.
- Newly hired employees who have notified the Village of previously scheduled time-off prior to their date of hire.
- Employees experiencing an unavoidable circumstance that is outside of their control and which would otherwise compromise their ability to perform the essential functions of the job.

During ~~the any unpaid~~ leave of absence greater than 5 days, all benefits that were normally accrued ~~are to be frozen~~ will cease to accrue until the employee returns to work. Holiday pay as well as any other accrued leave benefits will not be available during ~~special~~ the unpaid leave period.

Based upon individual circumstances, the Village Manager may approve continuation of insurance benefits at the employee's cost through the special-unpaid leave period. The Village Manager will make a determination based upon the circumstances of that employee, as well as the circumstances stipulated in the benefit plans. Any benefits required to be provided by law, through Consolidated Omnibus Budget Reconciliation Act will be applied where applicable.

5K. MILITARY LEAVE

Any employee with the Village who is a member of the military will be allowed leave and entitled to be restored to the same or equivalent position upon their return, as provided by law.

Requests for such leave must be made to the Employee Relations Director in writing and be accompanied by a copy of the official orders.

For further information of leave benefits and rights, please see the Employee Relations Director.

5L. ADMINISTRATIVE LEAVE

A Department Head has the authority to grant Administrative Leave to exempt employees. Any Administrative leave granted by a Department Head should be noted and available for the Village Manager's review.

5M. ABSENCE WITHOUT LEAVE

Absence without leave is defined as any absence in which the employee does not report for work and fails to properly notify his supervisor that he is requesting to utilize accrued leave. In addition, the employee will be regarded as absent without leave if he attempts to utilize leave to which he is not entitled. An employee who is absent without leave for one full day or more, or is absent without leave on more than one occasion during a 12-month period, is subject to termination.

5N. VOLUNTARY LEAVE DONATION PROGRAM

Any regular employees not covered by a collective bargaining agreement with at least 48 hours of accrued personal leave (vacation, personal, merit incentive, sick leave incentive and/or holiday) may be eligible to donate up to 40 hours of this personal leave to another regular employee not covered by a collective bargaining agreement who has a catastrophic illness or injury.

A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time, provided taking extended time off work creates a financial hardship for the employee because all sick leave and other paid time off has been exhausted. Examples may include, but are not limited to, life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

In order to be considered eligible, the recipient employee must provide documentation from a treating physician regarding the illness or injury to the Employee Relations Director. The Employee Relations Director will review each case for eligibility and make recommendation to the Village Manager for approval. Once approved, the Employee Relations Director will post a notice announcing the opportunity to donate leave time when authorized by the recipient employee. In all cases, any specific medical information will remain confidential.

Employees interested in donating time (donors) must complete a "Voluntary Leave Donation Form" indicating the amount of time to be donated and whether or not they wish to remain anonymous. All donated time must be in increments of 8 hours and will be considered on an hour-for-hour basis, regardless of the pay level of the donor and recipient. Once authorized, donated time will be deducted from an employee's accumulated leave and forwarded to the eligible recipient. Any unused donated time will be returned to the donors on a pro-rated basis.

This policy shall in no way extend an employee's time off beyond a total of 6 months unless an exception is made by the Village Manager or is otherwise required by law.

Donations may **not** be made to any employee where the injury/illness is covered under worker's compensation, or results from self-infliction and/or alcohol or illegal drug use.

CHAPTER 6. GROUP BENEFITS

6A. HEALTH INSURANCE

All regular employees of the Village who are regularly scheduled to work thirty hours per week or more, as defined as full-time under the Patient Protection and Affordable Care Act (PPACA), are invited to participate in the group health and life insurance program. For the purpose of determining whether an employee (other than a newly-hired employee) is a full-time employee under PPACA, a look-back period of 12 months will take place on May 1st of each year. This look-back period will be followed by a 12 month stability period beginning July 1st of each year.

It is not compulsory for an employee to join the program, however all new employees who wish health insurance coverage will be required to participate in the available Health Maintenance Organization option. Eligible employees hired on or after May 1, 1993 who wish to participate shall contribute 20% for single or single and family group major medical and hospital insurance premiums.

Employees hired prior to May 1, 2010 at a schedule of 30 hours per week or more will also be eligible to participate in the Village's health insurance program as described above.

For eligible employees hired before May 1, 1993, the Village will make single coverage payments at 100%. If family coverage is elected, the employee will pay 20% of the cost of family coverage only.

Further detailed information is contained in the insurance booklets, which are given to each employee. Necessary forms for filing claims, changing HMO Medical groups or for changes in covered dependents can be obtained from the Employee Relations Department.

6B. LIFE INSURANCE

All regular full-time employees will be enrolled in the Village Life Insurance Plan. The coverage amount is calculated by the employee's classification and is outlined as follows:

- Non-Supervisory Employees = 1 Times Salary
- Supervisory Employees = 1.25 Times Salary
- Executive Staff = 1.5 Times Salary

6C. DENTAL INSURANCE

All regular employees of the Village who are covered by this manual and are scheduled to normally work forty hours per week are also invited to participate in the group dental insurance plan. If dental coverage is elected, the Village shall pay 100% of the cost for the employee coverage and the employee shall pay 100% of the dependent coverage for dental insurance.

Employees hired prior to May 1, 2010 at a schedule of 30 hours per week or more will also be eligible to participate in the Village's dental insurance program as described above.

6D. WORKER'S COMPENSATION

Worker's Compensation Insurance is paid for by the Village of Carol Stream, and is available without a payroll deduction to each employee. Details of employee coverage under the Illinois Worker's Compensation and Occupational Diseases Acts are available in the Assistant Village Manager's Office. Please note that all claims arising out of an accident or injury, which are covered under Worker's Compensation Insurance, are not payable through the group Insurance Plan.

All accidents or injuries must be reported as outlined in Chapter 2, Section D – Reports of Injury. More detailed information regarding safety and accidents is found in the *Loss Control Manual*. Questions regarding Workers Compensation should be addressed to the Assistant Village Manager's Office.

6E. PUBLIC SAFETY EMPLOYEE BENEFITS ACT (PSEBA)

Purpose: The Public Safety Employee Benefits Act (820 ILCS 320) provides for basic health insurance fully paid by the employer to a public safety officer who is

“catastrophically injured” or killed in the line of duty under certain circumstances. As stated in the Act, there is a 2 prong test to determine eligibility for this benefit. First, the public safety officer has to have suffered a “catastrophic injury” or death in the line of duty, and second; the injury or death must have occurred as a result of the officer’s response to fresh pursuit, or to what the officer reasonably believed was an emergency, an unlawful act perpetrated by another, or during the investigation of a criminal act. Under certain circumstances, the officer’s spouse and dependent children may also be entitled to this health insurance coverage under the Act. In addition, health insurance benefits payable from any other source shall reduce benefits payable under the Act.

For the benefit of both the Village and its public safety employees, it is important to maintain a consistent policy and procedure to determine eligibility in the event a police officer ever is killed or suffers a catastrophic injury in the line-of-duty.

Policy: Qualified public safety officers or qualified family members of an injured or deceased police officer shall submit a PSEBA application and other required paperwork directly to the Employee Relations Department. Once all required documents are received, this information will be reviewed by the Employee Relations Director in its totality. Reasonable effort will be made to complete the review within 21 days, however; in some cases additional fact-finding may be necessary. Once the review is complete, the Employee Relations Director will make a recommendation to the Village Manager as the final decision maker to award or deny PSEBA benefits.

During the processing and review of any PSEBA application, applicants may remain on the Village’s health insurance plan; however, they may be responsible to pay 100% of the insurance premium cost, depending upon their employment status with the Village. Health insurance premiums must be paid by the 5th day of the month for that month’s coverage during the PSEBA review process.

Once the application is reviewed, and if the benefit is awarded, the applicant will be reimbursed from the date on which the pension board acted to award the line-of-duty disability benefit for any insurance premium paid by the applicant equivalent to the basic insurance monthly premium. For the purposes of this policy, the basic insurance will be either the Catastrophic or HMO health plan, as determined by the election of the applicant. This reimbursement will be made within 60 calendar days of the award of PSEBA benefits.

If the PSEBA benefit is denied, the applicant may elect to remain on the Village’s health insurance plan pursuant to COBRA or state insurance statutes; however, the applicant will be responsible to pay 100% of the health insurance premium cost.

For further information, or to obtain application forms, please contact the Employee Relations Department.

6F. COBRA - Continuation of Group Health Insurance Benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA)

Under the provisions of COBRA, employees and their dependents may elect to continue their group health and dental insurance coverage upon the occurrence of one of the following events:

If an employee's employment terminates for any reason other than gross misconduct.

If an employee's working hours are reduced (including during certain leaves) and he is no longer considered eligible for coverage under the plan.

If an employee should die leaving dependents.

If an employee becomes eligible for Medicare and his dependent(s) is no longer considered eligible for coverage.

If an employee's dependent child no longer meets the definition of an eligible dependent under the plan.

The employee or dependent is responsible for notifying the Village that one of the qualifying events has occurred. The employee or dependent may be responsible for paying up to 102% of the insurance premium as provided by law. Coverage may be continued for *18 months or longer in certain circumstances provided by COBRA*. The employee and dependent(s) have up to sixty, (60) days from the date that coverage would end, due to the occurrence of one of the qualifying events, to inform the Village that they wish to continue any of the group health benefits.

COBRA also provides that continuation coverage will end for any of the following reasons:

1. The cost of continued coverage is not paid on or before the date it is due.
2. The covered person becomes entitled to Medicare.
3. The plan terminates for all employees.

More information about COBRA is available through the Director of Employee Relations.

6G. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Village recognizes that there are many internal and external factors that influence an employee's job performance including family or marital crises, substance misuse or abuse problems and other forms of mental and physical stress. It is to the advantage of both the employee and the Village to deal effectively with factors that can adversely affect an employee's well-being possibly resulting in deterioration of performance and

productivity. The Village of Carol Stream Employee Assistance Program will provide confidential counseling and referral services to those employees who seek assistance or advice about coping with a particular situation, which could affect their job performance. The Village of Carol Stream Employee Assistance Program is available to all regular employees and their dependents. This is a strictly confidential service. More information can be obtained through supervisors or the Employee Relations Director.

6H. INSURANCE UPON RETIREMENT

Employees who are fully qualified to receive pension or disability benefits (IMRF or Police) may qualify for continued individual or dependent group health insurance coverage. Detailed information concerning eligibility for continuing health insurance benefits is available from the Employee Relations Director.

Insurance eligibility can only be continued if the retiring employee assumes the cost of the entire premium. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and eligibility to immediately receive pension benefits there from. This provision is also subject to the Consolidated Omnibus Budget Reconciliation Act. *See Chapter 6, Section F - COBRA.*

6I. ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

All employees, working at least 1000 hours per year, are required to participate in IMRF, except sworn personnel of the Police Department who are participants in the Village of Carol Stream Police Pension Fund. Upon termination of employment, application may be made to IMRF for a refund if the employee has not yet qualified for retirement benefits. Employees should note that applicable tax laws would apply to this refund. If the individual becomes employed by another municipality or agency under IMRF, employee contributions are automatically transferred. Social Security contributions are made in addition to the appropriate pension plan contributions. Further detailed information on IMRF is contained in the pamphlet given to each new employee and is available in the Employee Relations Department.

6J. POLICE PENSION FUND

Sworn personnel employed by the Village of Carol Stream Police Department are invited and encouraged to participate in the Police Pension Fund. The rate of deduction of the employee's gross salary under this retirement is set by state statute. In addition, sworn personnel are covered under the Federal Social Security Act (FICA).

6K. LEAVE CONVERSION UPON RETIREMENT

Upon retirement, employees will be compensated for all accrued vacation, personal and holiday leave, as well as 50% of any accrued sick leave over one hundred fourteen (114) days. This payment may be taken as either one final payment, or as a lump sum contribution to the Village's 457 plan not to exceed the IRS allowable amount. *Employees selecting the 457 option must make this contribution prior to their last day of employment.* In cases when the monetary amount exceeds the IRS allowable amount for contribution, the employee will receive the remainder in one final payment.

6L. DEFERRED COMPENSATION PROGRAM

All regular employees of the Village shall have the option of participating in the International City Management Association Retirement Corporation's Deferred Compensation Program (457). The Retirement Corporation provides a deferred compensation plan contribution which can be directly deducted from the employee's payroll check. Information is available in the Finance Department or Employee Relations Department.

CHAPTER 7 - DISCIPLINE

7A. CAUSES FOR DISCIPLINARY ACTION

In order to insure equitable and consistent application of disciplinary procedures, the following guidelines have been established. (Disciplinary procedures as detailed in the collective bargaining agreements supersede these guidelines). The key in selecting which disciplinary action to implement is that the consequence must be handled according to the seriousness of the offense, given the circumstances and the employee's past work record. In discipline, the supervisor must consider all factors. The need for a uniform discipline policy is two-fold.

It protects the employee from unjust disciplinary action.

It protects the employer from accusations of unfair disciplinary action by documenting a series of progressive measures. This article shall not limit the ability of the Village to take actions regarding employees caused by the lack of work or a change in Village policies or finances.

The Village of Carol Stream expects all employees' overall conduct, performance, attitudes and demeanor to be, at a minimum, satisfactory at all times. Each of the following circumstances is sufficient cause for disciplinary action against an offending employee. The illustrations of offenses listed are not intended as a complete inventory of what can occur in the work environment; such a list would be limitless, but it is to serve as a guide in determining appropriate action.

- Intoxication *or* being under the influence of illegal drugs while on duty, the use of non-prescribed drugs, or use of prescribed drugs that could impair the employee's performance without notifying the supervisor, while on duty.
- Any act of sexual harassment *in violation of the Village's anti-harassment policy*.
- Negligent destruction or loss of property.
- Theft or willful destruction of property.
- Any act which endangers the safety, health, or well being of another Village employee or guest which is of sufficient magnitude that the consequences cause, in whole or in part, disruption of work or discredit to the organization.
- Any act of violence including any threats of violence.
- Incompetence or inefficiency in the performance of the duties of the position. The term "incompetence" shall mean a lack of ability, knowledge or fitness to perform duties, which are reasonably within the scope of employment. The term "inefficiency" shall mean the performance of the duties of the position at a level lower than the level ordinarily expected of other employees in similar positions. At the same time the deficiencies and/or offense are noted, a timetable may be placed in writing by which the individual must improve performance to an acceptable level. The use of a timetable is not appropriate where the employee's actions are of such serious impact that dismissal is likely to occur within a short time.
- Failure to perform the duties of the position because of neglect or fatigue.
- Inappropriate behavior such as sleeping during work time.
- Insubordinate actions, including willful disobedience of a rule, order or directive.
- Falsification or fraud in securing employment.
- Falsification or false representation of events or documents by the employee in the course of their employment.
- False representation to a superior as to the quality and/or quantity of work performed.

- Obtaining or revealing confidential information in any unauthorized manner.
- Operating a Village vehicle recklessly or without an appropriate valid driver's license.
- Bringing a weapon onto Village premises or while performing Village work, other than specifically required to perform one's job duties.
- Soliciting donations, gifts or other valuable things for any personal purpose during work hours (the employee also shall not sell any items or solicit any goods, services or products). During non-working hours, no individuals, by representing to the public that they are a Village Employee, shall solicit any donation, fee, gift or other valuable thing for any personal gain. Also, the employee by representing to the public that they are a Village Employee during non-working hours shall not sell any item or solicit any goods, services or products.
- Unauthorized use of Village property or services of other employees for unauthorized purposes.
- Absence without leave, the use of sick leave or any leave of absence in an unauthorized manner, a record of excessive absence including excessive tardiness. Engaging in unauthorized outside employment when on leave.
- Absence from workstation not authorized by the supervisor.
- Any knowledgeable act of unlawful discrimination or harassment by a Village employee on the basis of sex (including sexual harassment), age, religion, ethnic origin or disability or other protected category in violation of the Village's policy.
- Failure to obey safety rules or to use required safety equipment.
- Any other activity, which is not compatible with good public service, shall be handled using the definitions below as guidelines for appropriate action.

7B. FORMAL DISCIPLINARY MEASURES

Every stage of disciplinary action should be documented. A form, the "Disciplinary Action Notification" may be used to record any step in the disciplinary action process, which follows.

Oral Reprimand: Unless the severity of the action requires a stronger or more direct response, the first course of disciplinary action is an oral reprimand given by the supervisor or the Department Head. Although an oral reprimand shall not be kept in the personnel file, the department should keep record of such action.

Written Reprimand
or

Written Notice: Unless the severity of the action requires a stronger or more direct response, the second step in the disciplinary procedure is a written notice issued to the employee by the supervisor or Department Head. A notice of disciplinary action form may be completed which will include a description of the incident for which the warning is issued, an outline of the circumstances surrounding the incident, and any written comment the employee wishes to include and shall be placed in the employee's personnel file. The employee shall be given an opportunity to sign indicating receipt of such a written reprimand. Failure to sign will be noted.

Suspension: A suspension, or temporary separation from the Village service without pay, is the third course of disciplinary action. Discipline at the level of suspension or above must be recommended by the Department Head, with approval by the Village Manager. When a suspension is enacted, the Department Head taking such action will provide written documentation, with a copy placed in the employee's file.

Exempt employees, in accordance with the Fair Labor Standards Act and Illinois Minimum Wage Act, are subject to unpaid partial week disciplinary suspensions only for safety violations of major significance.

An employee who is arrested and charged with criminal offense may be suspended by the Village Manager pending final disposition of the case.

Demotion: Employees may be demoted or assigned to less responsible work, when their work has not been satisfactory or for other reasons affecting their work, but if not so serious as to warrant dismissal. A reduction in salary shall accompany such demotion. When a vacancy exists in a lower class for which the employee is qualified, the Department Head, with the approval of the Village Manager, may place the employee in the vacancy. When no such vacancy exists, the Department Head shall notify the Village Manager and the employee will be terminated without prejudice to be rehired if he applies and is selected for a vacancy in the future.

Dismissal: The final course of disciplinary action is utilized only as a means of insuring high quality public service to the community. Whenever the actions or attitudes of an employee seriously conflict with the policies, rules and practices of the Village, the Department Head may recommend the dismissal of an employee. The Village Manager must approve all dismissals.

If a situation arises that in the opinion of the supervisor necessitates immediate disciplinary action for safety and protection of public property, and if the Department Head or Village Manager is not available, then the supervisor has the authority to order the offending employee to immediately leave the job site until review of the situation is completed by the Department Head or Village Manager. The supervisor shall, however, inform the offending employee of the reason why the order is being made and shall accord the employee some opportunity to respond to the order to leave the job site.

Whenever a disciplinary action is to be taken against a regular employee of written reprimand or greater, the employee shall be advised in writing by the Department Head of the violations and the discipline that will be administered. The Disciplinary Action Notification form may be used which contains this statement. A meeting will then be scheduled with the employee to discuss the discipline and the employee will be given the opportunity to respond to allegations against him.

In the case of a suspension, demotion, or dismissal, the employee is advised, in writing, that he may appeal the action in accordance with *Chapter 8, Grievances*. The procedure for appealing suspensions and dismissals for sworn personnel is contained in the Rules and Regulations of the Village of Carol Stream Board of Fire and Police Commissioners. A grievance review shall be limited to two areas:

The facts used in determining whether an incident occurred requiring disciplinary action.

The process used in disciplining the employee once the act occurs.

CHAPTER 8 - GRIEVANCES

8A. DEFINITION

Employees are encouraged to promptly discuss with their supervisor any work related problem. It is the desire of the Village of Carol Stream to encourage open, informal communication between Supervisors and their staff. All levels of employees are encouraged to discuss any misunderstandings as they arise. However, it is recognized that there may be certain issues that may not be resolved in this manner; therefore formal written procedures have been established.

A grievance for the purposes of this section is defined to mean any complaint arising out of his employment, other than for employees whose collective bargaining agreement contains a grievance process.

A grievance may not, however be filed regarding a decision rendered by an administrative official in the area of management rights as defined in *Chapter 1*,

Section B - Management Rights. For sworn police personnel in matters of discipline, the appeal procedures are contained in the *Rules and Regulations of the Carol Stream Board of Fire and Police Commissioners*. State Statutes may also apply.

The Employee Relations Director may discuss the appeal process procedures with the employee and/or his supervisor. In certain very unusual circumstances it may be justified for the employee to talk to the Employee Relations Director initially about the situation without penalty or repercussion from the supervisor or department head.

All employees should understand that circumstances, which give rise to a grievance, should not exempt the employee from the responsibility of completing an assigned task.

8B. PROCESS

When an employee wishes to exercise the right to initiate the process, the following procedure shall be implemented:

Step 1: To Direct Supervisor

The employee may file a written grievance. The grievance must be made within seven (7) working days after the aggrieved actions occur. Failure to file within this time shall waive any rights to the grievance process.

- The initial grievance is directed to the immediate supervisor.
- The initial grievance shall include sufficient documentation about the reasons for the grievance.
- The grievance shall include the specific section of the personnel manual, which the employee believes to be violated if applicable.

The supervisor shall be responsible for:

- making inquiry into the facts and circumstances of the grievance
- for providing the employee with a written decision within seven (7) working days after receipt of the grievance.
- provide a copy of above to the Department Head and the Employee Relations Director.

If the Department Head initiated the action being grieved, Step 1 shall not apply and the procedure may start with Step 2.

If the grievance involves suspension, demotion or dismissal, the procedure may start at Step 2. In cases where the Village Manager determined a dismissal, suspension, or demotion, the grievance may be made directly to the Village Manager - Step 3.

Step 2 - To Department Head

If the employee is dissatisfied with the response from his immediate supervisor or if a response is not received within seven (7) days, the employee may present the grievance to the Department Head. This action shall be made in writing to the Department Head and shall include all documents from Step 1.

The Department Head shall review the grievance and may conduct a separate investigation. The Department Head will render a written decision within 7 working days of the receipt of the employee's grievance.

A copy of this decision shall be provided to the Employee Relations Director and the employee involved.

Step 3 - Final Appeal to the Village Manager or Designee

If the employee is not satisfied with the Department Head's response or if a response is not received within seven (7) working days, the employee shall have the right to *grievance* in writing within seven (7) working days to the Village Manager.

The Village Manager or his designee shall review the matter with the appealing employee within ten (10) working days. All information obtained in the previous steps will be examined, as well as other information gathered by the Manager or his designee. After such a meeting the Manager will make a decision within fifteen (15) working days. The Manager's decision concerning all grievances shall be final.

Throughout the process, either party may request an extension for additional time to review the facts of the case, but the process shall not be unreasonably delayed.

Under certain unusual circumstances a grievance may be presented directly to the Village Manager after consulting with the Employee Relations Director. Every effort must be made, however, to follow the formal grievance process as described here.

Faint, illegible text in the upper right corner of the page, possibly bleed-through from the reverse side.

APPENDIX A

**NON-EXEMPT (from overtime)
CLASSIFICATIONS**

- ACCOUNTS CLERK
- ADMINISTRATIVE SECRETARY
- BUILDING MAINTENANCE EMPLOYEE
- BUILDING MAINTENANCE SUPERVISOR
- CODE PROFESSIONAL
- COMMUNITY SERVICE TECHNICIAN
- DATA COORDINATOR
- ENGINEERING INSPECTOR
- EVIDENCE CUSTODIAN
- GARAGE SUPERVISOR
- INFORMATION SYSTEMS TECHNICIAN

MECHANIC
PERMIT SYSTEMS COORDINATOR
POLICE OFFICER
PUBLIC WORKS EMPLOYEE I
PUBLIC WORKS EMPLOYEE II
PUBLIC WORKS EMPLOYEE III
RECORDS CLERK
RECORDS SUPERVISOR
SECRETARY
TRAINING COORDINATOR / BUDGET ANALYST
WATER & SEWER EMPLOYEE I
WATER & SEWER EMPLOYEE II
WATER & SEWER EMPLOYEE III

APPENDIX B

EXEMPT (from overtime) & EXECUTIVE CLASSIFICATIONS

ACCOUNTANT
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
ASSISTANT FINANCE DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
ASSISTANT VILLAGE ENGINEER
ASSISTANT TO VILLAGE MANAGER (E)
ASSISTANT VILLAGE MANAGER (E)
CHIEF OF POLICE (E)
COMMANDER
COMMUNITY DEVELOPMENT DIRECTOR (E)
DEPUTY POLICE CHIEF
EMPLOYEE RELATIONS DIRECTOR (E)
ENGINEERING SERVICES DIRECTOR (E)
FINANCE DIRECTOR (E)
INFO SYSTEMS SUPERVISOR
MAINTENANCE SUPERINTENDENT
PUBLIC WORKS DIRECTOR (E)
SERGEANT
SOCIAL SERVICES SUPERVISOR
SOCIAL WORKER
SUPERINTENDENT OF OPERATIONS

(E) Indicates Executive Group.

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: October 14, 2016

RE: Organic Soils

In August of 2014 the Village Board approved a Special Use Permit and Lease Agreement with Organic Soils for operation of a landscape waste transfer facility (LWTF) on a portion of the Village's Water Reclamation Center (WRC) on Kuhn Road. The Village's Zoning Code requires construction of an approved Special Use to commence within eighteen months of the approval date. If construction does not commence within eighteen months, the Village Board may initiate the process to terminate the Special Use or grant an extension of time upon receipt of a written request.

On July 18, 2016, Organic Soils appeared before the Village Board and submitted the attached request. After thoughtful consideration, the Village Board directed staff and the Village Attorney to present the accompanying counter proposal. In addition to correcting some typographical errors in the lease, the counter proposal offered the following:

- An effective date of August 1, 2016 with rent commencing on August 1, 2016.
- Termination of the lease on May 1, 2017 if construction does not commence.
- Termination of the lease on October 2, 2017 if the LWTF is not in full operation.
- A prohibition on right turns from the LWTF onto northbound Kuhn Road.

The counter proposal was transmitted to Organic Soils on or about July 28, 2016.

Attached you will find a response from Organic Soils dated October 10, 2016. As noted in the letter substantive revisions include a change in the rent start date from August 1, 2016 to February 1, 2017 and the elimination of specific dates for commencement of construction and operation (previously proposed by the Village as May 1, 2017 and October 2, 2017 respectively). Instead of specific dates, Organic Soils, citing the vagaries of permitting by governmental bodies, proposes commencement of construction within 30 days of receipt of the Corps of Engineers permit and failure to commence operations within six months of commencing construction.

Staff and the Village Attorney have reviewed the October 10 letter and Lease Amendment and offer the following:

- The delay in the payment of rent from August 1, 2016 to February 1, 2017 will relieve Organic Soils from the pressure that was discussed at the July 18, 2016 Village Board meeting. The extension of time allows Organic Soils at its sole discretion to determine if it makes sense to move forward with approvals or pay rent. It is doubtful that any other landlord would accept an extension of this type without compensation.
- The prohibition on right turns has been eliminated. The prohibition had been added at the Village Board's direction. Since the July 18 meeting, staff has examined the area and made some adjustments to vegetation in the right-of-way which it believes may address the Village Board's concerns.
- Elimination of specific dates for commencement of construction and operation also eliminate any pressure for Organic Soils to perform. The dates originally proposed by the Village come from Organic Soils themselves. While the situation Organic Soils finds itself in may be unfortunate and may even to a degree be out of their control, the complete elimination of specific performance standards seems one-sided.

Staff does not recommend approval of the October 10 proposal from Organic Soils.

Direction on the October 10 proposal is requested. Staff recommends that direction be given to work on a Lease Amendment that reflects the Village Board's concerns.

JEB/dk

Attachments

Organic Soils, Inc.

July 8, 2016

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

Re: Landscape Waste Transfer Facility (LWTF), Ordinance 2014-08-44

Mayor Saverino and Village Trustees,

We respectfully, request a second extension of time within which to commence construction of the Organic Soils Landscape Waste Transfer Facility. Previously, a timeline was provided outlining how we anticipated meeting the deadline. Organic Soils was maintaining its schedule until reception of the first review comments from Christopher B. Burke Engineering Ltd (CBBEL). The comments indicated that there might be wetlands on the property and now required that a wetland study be prepared and submitted.

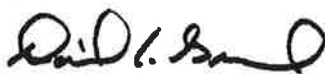
When the Village initially indicated that a review of the wetlands would be necessary with the Courtesy Review, Organic Soils reviewed the National Wetland Inventory and Dupage County database. The reviews indicated that wetlands were not present on the subject property. This information was conveyed to the Village and was accepted. Subsequently, we did not pursue commissioning a wetland study. However, as part of the stormwater report review CBBEL indicated that they believed a wetland was present along Kuhn Road. As part of our wetland review, a low grade wetland was identified. Possibly the wetland developed as a result of blockage of Kuhn Road swale at the stormwater pipe discharge point, which may have happened when the contractor used the area for concrete and asphalt grinding as part of the Kuhn Road bike path project.

Based on information provided by our wetland consultant, the current timeframe to receive a permit from the Army Corp of Engineers could be up to 6 months. However, as long as Organic Soils does not impact the wetland, then it would be possible for construction to commence as soon as the Final Plat of Subdivision is approved, the Stormwater Management Report and appropriate permits are completed. Work that could be started, include the majority of the paved area, the portable office building trailer, the fence, etc.

Related to the Stormwater Management Report, CBBEL has provided comments July 7, 2016. Our engineer has indicated that the remaining comments are minor, and they will likely have the submission back to the Village on July 14, 2016.

We are requesting an extension of 9 months to April 30, 2017. If we are granted an extension, we anticipate construction could begin by October 31, 2016.

Respectfully



cc: Joe Breinig, Village Manager
Donald Bastian, Community Development Director
James Knudsen, Engineering Services Director
Philip Modaff, Public Works Director

290•SOUTH MAIN PLACE•CAROL STREAM, ILLINOIS 60188-2476•PHONE 630-871-0108•FAX 630-588-1107

Organic Soils

July 8, 2016

Village of Carol Stream
Attn: Mr. Don Bastian, AICP
Community Development Director
500 N. Gary Avenue
Carol Stream, IL 60188

Re: Landscape Waste Transfer Facility Amendment to Lease Agreement

Dear Mr. Bastian:

Pursuant to your request in the correspondence dated June 10, 2016, attached please find a draft of the First Amendment to the Lease Agreement with the appropriate changes added.

Please feel free to contact me with any questions or comments you may have.

Respectfully,



Dave Gravel, President
Organic Soils, Inc.

cc: Joe Brienig, Village Manager
James A. Rhodes, Village Attorney
James Knudsen, Engineering Services Director
Philip Modaff, Public Works Director

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT (FIRST AMENDMENT) IS DATED as of the ____ day of July 2016 and amends that certain Lease Agreement dated August 18, 2013 by and between THE VILLAGE OF CAROL STREAM (VILLAGE) and ORGANIC SOILS, INC. (ORGANIC SOILS).

WITNESSETH:

1. Paragraph 9 - Repairs and Compliance with Laws is hereby amended to include the following additional provisions:

- “K. a. ORGANIC SOILS agrees to construct the storm water management facilities in accordance with the approved final engineering plans (to be approved);
- b. ORGANIC SOILS must maintain the storm water management facilities for the term of the lease of the property;
- c. Failure by ORGANIC SOILS to maintain the storm water management facilities s a default of the Lease Agreement;
- d. Should ORGANIC SOILS fail to maintain the storm water management facilities, the VILLAGE is authorized to perform necessary maintenance work; and
- e. Should the Village need to perform maintenance work on the storm water management facilities, ORGANIC SOILS must reimburse the VILLAGE for its costs incurred in performing any such work, including attorney’s fees.

2. Paragraph 19 - Default shall be amended by deleting subparagraph 8.

3. In all other respects, the LEASE AGREEMENT is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties have caused this First Amendment to lease Agreement to be executed effective as of the day and date first above written.

VILLAGE OF CAROL STREAM
an Illinois municipal corporation

By _____
Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

ORGANIC SOILS, INC.,
an Illinois corporation

By _____
David A. Gravel
Vice President

ATTEST:

Stephanie Chodera, Secretary



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • LAURA CZARNECKI, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

July 28, 2016

Mr. David Gravel
President
Organic Soils, Inc.
290 South Main Place
Carol Stream, IL 60188-2476

Dear Dave:

Enclosed you will find an initial draft of an amendment to the lease agreement between the Village and Organic Soils for the Landscape Waste Transfer Facility (LWTF) on Kuhn Road. The amendment creates an effective date of August 1, 2016, has rent commencing on August 1, 2016 and authorizes termination of the lease on May 1, 2017, if construction does not commence and October 2, 2017 if the LWTF is not in full operation. Provisions have been added to Sections 5 and 9 as requested in your July 8, 2016 letter. In addition, as directed at the July 18, 2016 Village Board meeting, right turns from the LWTF onto northbound Kuhn Road by all vehicles have been prohibited. The amendment also corrects some typographical errors within the Lease.

Use of McNees Drive for construction activity has not been incorporated into the amendment. Our Engineering staff has prepared the accompanying map showing the wetland and fifty-foot buffer. While the map depicts an estimate of the wetlands limits and corresponding buffer, it does show how limited use of the property will be until the matter is resolved with the US Army Corp of Engineers. Temporary use of McNees Drive for construction would require temporary stormwater detention that would require engineering and permitting. The additional cost might not be justified. Should you wish to pursue this further, I suggest it be discussed as part of any discussion of the amendment.

Please let me know how you would like to proceed.

Sincerely,


Joseph E. Breinig
Village Manager

Attachment

cc: Mayor and Trustees
James Knudsen, Director of Engineering Services
Donald Bastian, Director of Community Development
Philip Modaff, Director of Public Works

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT (FIRST AMENDMENT) is dated this ____ day of _____, 2016 and amends that certain Lease Agreement signed and dated August 18, 2014 by and between the **VILLAGE OF CAROL STREAM, an Illinois Municipal Corporation** (herein referred to as "the Village") and **ORGANIC SOILS, INC., an Illinois Corporation**, (herein referred to as "Organic Soils").

WITNESSETH

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Organic Soils agree that the Lease Agreement signed and dated August 18, 2014, as referenced above, is hereby amended as follows:

1. The first paragraph of the Lease Agreement is amended by correcting the typographical error in the year from 2013 to 2014.
2. Section 3, Term, the first sentence is amended to read:

"The term of this Agreement shall commence on August 1, 2016 (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of seven (7) years."
3. Section 5, Approvals as Condition Precedent, Subsection A is amended by adding the following additional provisions:
 6. Approval of Engineering Plans and issuance of a Storm Water Management Certification for the Leased Premises by the Village of Carol Stream.
 7. Approval of a Permit for the Leased Premises by the U.S. Army Corps of Engineers, if required."
4. Section 7, Rent, Subsection A is amended to read as follows:

"A. Eighteen Thousand Dollars (\$18,000.00) per annum, payable in twelve (12) consecutive monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) beginning on the first day of August, 2016 (the Lease Payment Commencement Date);"
5. Section 9, Repairs and Compliance with Laws, is hereby amended by adding the following additional provisions:
 - K. Organic Soils shall construct and maintain the storm water management facilities upon the Leased Premises in accordance with the final engineering plans, certifications and permits, as approved by the Village.
 - L. All right turns from the Leased Premises onto Kuhn Road shall be prohibited."
6. Section 19, Default, is amended by adding Subsection C which reads as follows:

"C. Should Organic Soils fail to properly maintain the storm water management facilities, as determined by the Village, the Village is authorized to perform any maintenance work as the Village deems necessary and Organic Soils shall reimburse the Village for all costs incurred in performing such work and seeking reimbursement from Organic Soils, including all attorney's fees."

7. Section 20, Termination, the first sentence shall be amended to read:

"Notwithstanding any other provisions of this Agreement, this Agreement may be terminated:"

8. Section 20, Termination, Subsection A is amended to read as follows:

"A. by either Party on thirty (30) days prior written notice, if the other Party remains in default as provided under Section 19 of this Agreement after the applicable cure periods;"

9. Section 20, Termination is amended by adding the following additional provisions:

"D. By the Village, upon seven (7) days prior written notice, should Organic Soils fail to commence construction of the Landscape Waste Transfer Facility by May 1, 2017.

E. By the Village, upon seven (7) days prior written notice, should Organic Soils fail to commence operation of the Landscape Waste Transfer Facility by October 2, 2017."

10. In the event of any conflict between the terms, conditions and provisions of the Lease Agreement and this First Amendment, the terms, conditions and provisions of this First Amendment shall control.

11. Except as modified by this First Amendment, the terms of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective authorized officials this ____ day of _____, 2016.

VILLAGE OF CAROL STREAM,
an Illinois municipal corporation.

By: _____
Frank Saverino, Sr., Mayor

ATTEST:

By: _____
Laura Czarnecki, Village Clerk

ORGANIC SOILS, Inc.,
an Illinois corporation.

By: _____
President

ATTEST:

By: _____
Secretary

Robert A. McNees
Lisa K. Murphy
Attorneys at Law

195 Hiawatha Drive
Carol Stream, IL 60188

Phone (630) 665-8811

Fax (630) 665-5260

Info@McNeesAssociates.com

October 10, 2016

Mayor Saverino
Board of Trustees
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

Via hand delivery and email to
Jbreinig @carolstream.org

Re: Organic Soils, Inc./Landscape Waste Transfer Facility (LWTF), Ordinance 2014-08-44

Dear Mayor Saverino & Village Trustees:

As you know, I represent Organic Soils, Inc. (Applicant), in connection with the LWTF project.

Applicant respectfully requests an extension of time to, June 30, 2017, within which to commence construction of the LWTF, pursuant to the special use permit issued in this matter. Applicant also respectfully requests an extension of time in which to file the subdivision plat for the LWTF to June 30, 2017. In conjunction with these requests, the Village has proposed amending the LWTF lease. Attached is a proposed draft amended lease, which I have prepared, to be adopted in connection with the extension requests. Applicant withdraws the previous request for a temporary sign permit.

Based on its review of the National Wetland Inventory and DuPage County database, Applicant erroneously was of the opinion that there were no wetlands on the subject property. Per storm water review comments from Christopher B. Burke Engineering Ltd (CBBEL) a wetlands study was requested, which study found a low grade wetland on the property. Applicant filed its wetlands permit application with the Army Corps of Engineers (Corps) on July 22, 2016. Applicant understands that the permitting process with the Corps should take between 6 and 9 months.

Applicant intends to commence construction within 30 days of permit approval. So that it will not be necessary for Applicant to come before the Board and ask for any more extensions, Applicant's requested deadline, June 30, 2017, is 60 days beyond the 9 month Corps review period. The proposed draft lease provides that if Applicant doesn't commence construction within 30 days, the Village can terminate the lease.

The proposed Plat of Subdivision is being revised to reflect staff comments, and should be ready for recording shortly. Applicant understands that the Village would prefer not to record the Plat of Subdivision until after the Corps issues its permit, so Applicant requests the same deadline for the Plat, June 30, 2017.

The Village proposed a draft lease amendment, which incorporated concerns expressed by staff and members of the Board. I have prepared and enclose a revised draft lease amendment. Most of the Village's draft lease was in acceptable form and is incorporated in my draft proposal. I have suggested a few minor technical changes, which I believe are acceptable to the Village's attorney. The material changes I am proposing to you are as follows:

1. Rent start date. The Village draft proposes August 1, 2016. I am proposing February 1, 2017. ^{Attorneys at Law}
Admittedly, the delays in getting this project off the ground are Applicant's fault. On the other hand, there will be no income from this project until the facility commences operations. Applicant's financial investment in engineering, site plan preparation and permitting applications is already considerable. Applicant has no control over the Corps processing of the permit application, which is anticipated to take 6-9 months. My suggestion is that Applicant bear the financial burden of a delayed decision by the Corps, beyond the 6 months. Even then, if the Corps issues its permit in 6 months, Applicant will have to start paying rent before the facility opens, and any revenues come in.


2. Termination by the Village if Applicant fails to commence construction or if Applicant fails to commence operations. The Village proposes specific dates (May 1, 2017 to commence construction and October 2, 2017 to commence operations). Even if the specific dates are adjusted to accommodate my proposed deadlines above, Applicant has no control over the issuance of permits by governmental bodies. Applicant cannot even apply for the IEPA operating permit, until construction is completed. My proposed lease does provide that the Village can terminate the lease if construction doesn't commence within 30 days of receipt of the Corps permit and if Applicant doesn't commence operations within 6 months of commencing construction.

Applicant is determined to bring this project on line. Staff has been very accommodating and helpful in bringing me up to snuff on the many permits that are necessary to bring this project to fruition, and with suggestions on how to file the permit applications efficiently. We are using the time that the wetlands permit application is pending with the Corps to move all other necessary permit issues ahead and get them on file with the Village. On receipt of the Corps' permit, Applicant's intention is to be poised to commence construction and operations as quickly as possible.

As determined initially by the Board, this is a meritorious project, of benefit to the environment, to the Village residents and to local businesses. With Applicant's apologies for the delay in this project, please grant the above requests. Applicant is hoping that this matter could be scheduled before the Board at its scheduled meeting on October 17, 2016.

Very truly yours,

McNEES & ASSOCIATES, LLC

By: 
Robert A. McNees

RAM/ram

Enc

cc: Don Oppermann
Patrick Mazza

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT (FIRST AMENDMENT) is dated this _____ day of _____, 2016 and amends that certain Lease Agreement signed and dated August 18, 2014 by and between the **VILLAGE OF CAROL STREAM, an Illinois Municipal Corporation** (herein referred to as "**the Village**") and **ORGANIC SOILS, INC., an Illinois Corporation**, (herein referred to as "**Organic Soils**").

WITNESSETH

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Organic Soils agree that the Lease Agreement signed and dated August 18, 2014, as referenced above, is hereby amended as follows:

1. The first paragraph of the Lease Agreement is amended by correcting the typographical error in the year from "2013" to "2014."
2. Section 3, Term, the first sentence is amended to read:
"The term of this Agreement shall commence on **February 1, 2017** (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of seven (7) years."
3. Section 5, Approvals as Condition Precedent, Subsection A is amended by adding the following additional provisions:

"6. Approval of Engineering Plans and issuance of a Storm Water Management Certification for the Leased Premises by the Village of Carol Stream.

7. Approval of a Permit for the Leased Premises by the U.S. Army Corps of Engineers, if required."
4. Section 7, Rent, Subsection A is amended to read as follows:

"A. Eighteen Thousand Dollars (\$18,000.00) per annum, payable in twelve (12) consecutive monthly installments of One Thousand Five

Hundred Dollars (\$1,500.00) beginning on the first day of **February, 2017** (the Lease Payment Commencement Date)."

5. Section 9, Repairs and Compliance with Laws, is hereby amended by adding the following additional provisions:

"K. Organic Soils shall construct and maintain the storm water management facilities upon the Leased Premises in accordance with the final engineering plans, certifications and permits, as approved by the Village.

~~"L. All right turns from the Leased Premises onto Kuhn Road shall be prohibited.~~

6. Section 19, Default, is amended by adding Subsection C which reads as follows:

"C. Should Organic Soils fail to properly maintain the storm water management facilities, as **reasonably** determined by the Village, the Village is authorized to perform any maintenance work as the Village deems necessary and Organic Soils shall reimburse the Village for all costs incurred in performing such work and seeking reimbursement from Organic Soils, including all attorney's fees."

7. Section 20, Termination, the first sentence shall be amended to read:

"Notwithstanding any other provisions of this Agreement, this Agreement may be terminated:"

8. Section 20, Termination, Subsection A is amended to read as follows:

"A. By either Party on thirty (30) days prior written notice, if the other Party remains in default as provided under Section 19 of this Agreement after the applicable cure periods."

Section 20, Termination, Subsection B is amended by correcting the typographical error "by either Village..." to "by either Party..."

9. Section 20, Termination is amended by adding the following additional provisions:

"D. By the Village, upon **fourteen (14)** days prior written notice, should Organic Soils fail to commence construction of the Landscape Waste Transfer Facility

within 30 days of receiving Corps of Engineers permit and any permits required by the Village.

E. By the Village, upon **fourteen (14)** days prior written notice, should Organic Soils fail to commence operation of the Landscape Waste Transfer Facility **within six (6) months of commencing construction after all required approvals and permits are received.**

10. In the event of any conflict between the terms, conditions and provisions of the Lease Agreement and. this First Amendment, the terms, conditions and provisions of this First Amendment shall control.

11.. Except as modified by this First Amendment, the terms of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective authorized officers this _____ day of _____ 2016

VILLAGE OF CAROL STREAM

ORGANIC SOILS, INC.

By _____ By _____

ATTEST:

ATTEST:

By _____

By _____

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
 FROM: Philip J. Modaff, Director of Public Works
 DATE: October 12, 2016
 RE: Motion to Approve an Electric Facilities Service Acknowledgement

Several months ago an electrical transfer switch at the WRC failed due to damage from wildlife. The transfer switch is intended to automatically switch from one electrical feed to the other in case of service interruption (we are fortunate to have two separate feeds coming into the plant). However, this is not typical equipment provided by ComEd and serves no other customers besides the WRC, so the financial burden for its replacement falls on the Village.

CH2M and Public Works have met with ComEd engineering staff to review their engineering plans and estimated costs. ComEd recently provided two options for getting the work accomplished on either a six-day schedule or a three-day schedule that includes their employees working double-shifts. Village staff CH2M have agreed that the three-day option is the more desirable option for several reasons:

- The total cost of the three-day project will be less expensive (due to a reduction in generator rental costs);
- There will be less disruption to the nearby neighbors who may be subject to noise from the generators that will run 24/7 throughout the work;
- The potential disruption to the plant operations will be reduced

Below is a summary of the anticipated costs for this project under the two options¹:

Table 1

Description	Option 1 (6 days)	Option 2 (3 days)
Installation	\$ 17,419.45	\$ 30,061.30
Generator Rental	\$ 60,481.00	\$ 33,390.00
Electrician (hook-up)	\$ 2,100.00	\$ 2,100.00
Total	\$ 80,000.45	\$ 65,551.30

¹ These costs are for installation only; rental of the new equipment installed by ComEd will be \$929.07/mo. over an estimated 30-year equipment life-span. The amount of \$1,234.09 shown in the agreement (Rider NS) includes standard equipment fees already paid by the Village, so the net increase is \$929.07/mo.

Table 1 above includes all associated project costs, including the ComEd work, generator rental and electrician to complete hook-up of generators to the plant distribution system. In total, the project will cost an estimated \$65,551.30.² The attached ComEd Electrical Facilities Service Acknowledgement (EFSA) contains their estimate for the replacement of the failed equipment at a cost of \$30,061.30 for labor and materials. The EFSA also contains ComEd standard provisions on service loads, ownership and access rights (ComEd will continue to own the equipment), customer responsibilities, removal, relocation and safety. Staff has worked with the Village Attorney to amend the EFSA where possible but ComEd offers no flexibility from their standard agreement language. Moreover, ComEd has advised if the Agreement is not approved on October 17 the repairs will need to be deferred and rescheduled.

A separate agreement with ComEd for the generator rental will be presented under another agenda item. We are at ComEd's mercy in terms of scheduling this work and are pushing hard to complete the project before winter weather sets in. ComEd crews are tentatively scheduled to move forward by November 7.

Staff recommends a Motion approving an Electric Facilities Service Acknowledgement with ComEd for installation of replacement automatic transfer switch equipment for the WRC in the amount of \$30,061.30 and ongoing equipment rental fees of \$929.07.

Attachment

² This work was not budgeted in the current fiscal year. Staff has worked with CH2M to identify several projects planned for the current year WRC CapEx program that could be deferred until next year in order to cover approximately \$40,000.00 of the installation costs of this project. The additional rental costs (about \$11,000.00) for the new equipment may exceed the anticipated Utilities portion of the WRC budget. In that case, surplus from the larger Water & Sewer budget may be available to cover the shortfall; if not, a budget amendment may be needed at year end to utilize Water/Sewer fund balance.

GLENBARD OFFICE
1N423 SWIFT ROAD
LOMBARD, ILLINOIS 60148
630-691-4543



OMI CORP
245 KUHN RD
CAROL STREAM, IL 60188

Date:

**OPTION 2 - Labor and Minor
Materials for Double Shifts (3 Days)**

Dear **OMI CORP**,

Enclosed are the documents related to the supply of electricity at **245 N KUHN RD, CAROL STREAM, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$30,061.30** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone. A \$2.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By **Internet** go to: <https://paymentscomed.billmatrix.com/>

(for payments of \$5,000 or less for Credit/Debit)

(for payments of \$90,000 or less for eCheck)

Or

By **Phone**, Call (English & Spanish)

1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

1-800-588-9477 (for all payments of \$5,000 or less: credit, Debit and eCheck)

Or

By **Customer Service Representatives**

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

RAJAMAR SINGH
CUSTOMER PROJECT ENGINEER
630-691-4543

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 444314

ESS: YES

SER#: WD160666

Rev.: 01

OMI CORP (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **245 N KUHN RD, CAROL STREAM** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **560 kilowatts ("kW")** ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 89 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

Loc. 002 est. demand 282 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

Loc. 003 est. demand 189 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

and at an estimated total maximum demand of **533 kW** in the following amounts and approximate voltages during the Retail Off-Peak Period, as defined in GTC.

Loc. 001 est. demand 80 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

Loc. 002 est. demand 273 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

Loc. 003 est. demand 180 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

3. Charges; Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

b. (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the

estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

- (ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).
- (iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.
- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

- a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch WD160666 dated 08/17/2016. (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

	OPTION 2 - Labor and Minor Materials for Double Shifts (3 Days)		
LABOR - DOUBLE SHIFT			\$16,943.29
Total Required Facilities Charge			\$13,118.01
<hr/>			
Total Facilities Charges			\$30,061.30

- b. The Customer shall pay the Company \$30,061.30 for such installation. Such payment is to be made in full prior to beginning of Company work.
- c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.
- d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,
- e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,

- f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs prevailing at the time of completion of the work, and
- g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.
- b. The Customer shall at its sole cost and expense:
 - (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
 - (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate,

maintain, repair, alter, replace or remove the Facilities;

(iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;

(iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;

(v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;

(vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and

(vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).

- DRAFT
- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
 - c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: **2235044016**
SER No.: **WD160666**
Work Task Number: **1409365101**

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: WD160666

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **\$1,234.09** as described below:

1. Required Transformer Facilities:

Transformer Number: 444312H2 @ 277/480Y	
1 - 750 KVA-COMP RADIAL TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 151.05 (KPN530750)	\$151.05
3 - 15KV - 200 AMPERES, POWER FUSE, SML-20 WITH LOAD INTERRUPTING DEVICE @ 2.96 (1A6)	\$8.88
Transformer Number: 444312H6 @ 277/480Y	
1 - 1000 KVA-COMP RADIAL TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 182.16 (KPN531000)	\$182.16
3 - 15KV - 200 AMPERES, POWER FUSE, SML-20 WITH LOAD INTERRUPTING DEVICE @ 2.96 (1A6)	\$8.88
Transformer Number: 444314A1 @ 277/480Y	
1 - 500 KVA-COMP FEED-THRU TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 164.56 (FPN530500)	\$164.56
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.45 (1A3)	\$1.35
3 - 10 KV - INTERMEDIATE CLASS ARRESTER @ 0.22 (2B1)	\$0.66
Total	\$517.54

2. Standard Transformer Facilities:

1 - 1000 KVA-COMP RADIAL TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 182.16 (KPN531000)	\$182.16
3 - 15KV - 200 AMPERES, CUTOUT, SMD-20 @ 3.83 (1A4)	\$11.49
3 - 10 KV - INTERMEDIATE CLASS ARRESTER @ 0.22 (2B1)	\$0.66
Total	\$194.31

3. Additional Required Facilities:

1 - IN-LINE W/ HEATER, 2-LINE, 1-AUTO BUS TIE BAY @ 910.86 (D1C6)	\$910.86
2 - IN-LINE W/ HEATER, FUSE BAY @ 125.18 (D3C16) (LUMP SUM)	\$0.00
Total	\$910.86

4. Additional Standard Facilities:

Total \$0.00

5. Frozen Transformer Rental:

\$0.00

6. Monthly Transformer Rental:

\$323.23

(item 1 minus item 2, minus item 5)

NOTE: if this value is less than zero, this line item will be changed to zero

7. Monthly Switchgear Rental:

\$910.86

(item 3 - item 4)

NOTE: if this value is less than zero, this line item will be changed to zero

8. Capacitor Facilities:

\$0.00

0 @ \$0.19

9. Total Monthly Rental:

\$1,234.09

(item 6 + item 7 + item 8)

All such facilities shall remain property of the Company.


The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: **OMI CORP**

Address: **245 N KUHN RD, CAROL STREAM**

Dated:

Village of Carol Stream
 Interdepartmental Memo

TO: Joseph Breinig, Village Manager
 FROM: Philip J. Modaff, Director of Public Works 
 DATE: October 12, 2016
 RE: Generator Rental Agreement – Waiver of Bid and Award of a Rental Agreement to Interstate Power Systems in the Amount of \$33,930

Several months ago an electrical transfer switch at the WRC failed due to damage from wildlife. The transfer switch is intended to automatically switch from one ComEd electrical feed to the other in case of service interruption (we are fortunate to have two separate feeds coming into the plant). However, this is not typical equipment provided by ComEd and serves no other customers besides the WRC, so the financial burden for its replacement falls on the Village.

CH2M and Public Works have met with ComEd engineering staff to review their engineering plans and estimated costs. ComEd recently provided two options for getting the work accomplished on either a six-day schedule or a three-day schedule that includes their employees working double-shifts. Village staff and CH2M have agreed that the three-day option is the more desirable option for several reasons:

- The total cost of the three-day project will be less expensive. While labor costs are higher generator rental costs are significantly less, producing a net savings of over \$14,000.00;
- There will be less disruption to the neighbors who may be subject to noise from the generators that will run 24/7 throughout the work;
- The potential disruption to the plant operations will be less under the accelerated work schedule.

Below is a summary of the anticipated costs for this project under the two options¹:

Table 1

Description	Option 1 (6 days)	Option 2 (3 days)
Installation	\$17,419.45	\$30,061.30
Generator Rental	\$60,481.00	\$33,390.00
Electrician (hook-up)	\$ 2,100.00	\$ 2,100.00
Total	\$80,000.45	\$65,551.30

¹ These costs are for installation only; rental of the new equipment installed by ComEd will be \$929.07/mo.

As illustrated in **Table 1** above, rental of the generators is a significant portion of the overall project cost. Staff is of the opinion that rental generators are prudent because all ComEd power will be cut during the replacement work. While there are permanent generators in place at the WRC, if we were to depend on those to provide power throughout the project and one of them failed we would have no backup to put in place and plant operations would be severely compromised. Under the proposed rental agreement the WRC generators will serve as backup in case of failure of one of the rental units.

We are at ComEd's mercy in terms of scheduling this work and are pushing hard to complete the project before winter weather sets in. We are tentatively scheduled to move forward with ComEd by November 7. Therefore, we have not had the time to prepare a bid packet to solicit multiple bids for generator rental. We did request a proposal from ComEd for them to handle the generator rental arrangements; their proposed cost was more than double the cost proposed by Interstate Power Systems, a local company that has provided satisfactory services to the Village in the past.

Staff reviewed this matter with the Village Attorney and he recommends that a waiver of bid be considered in awarding this rental agreement.

Staff recommends that the Village Board waive the competitive bidding process and award a rental agreement to Interstate Power Systems in the amount of \$33,930.00 for generator rental services².

Attachments

² A separate agreement with ComEd for the installation work will be presented under another agenda item.



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

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

AGENDA ITEM
I-1 10-17-16

MEMORANDUM

**TO: Mayor and Board of Trustees of the Village of Carol Stream
Joseph Breinig, Village Manager
Jon Batek, Finance Director**

FROM: James A. Rhodes, Village Attorney

DATE: October 10, 2016

RE: An Ordinance Terminating the Designation of the Geneva Crossing Tax Increment Allocation Redevelopment Project Area and Dissolving the Geneva Crossing Tax Increment Allocation Fund

In January of 1997, the Mayor and Board of Trustees adopted a series of Ordinances creating the Geneva Crossing Tax Increment Allocation Redevelopment Project Area and adopting Tax Increment Financing to accomplish redevelopment of the designated Project Area. Contemporaneously, the Village approved a Redevelopment Agreement for the Redevelopment Project Area under which a shopping center would be constructed. Pursuant to the Redevelopment Agreement, the Village issued \$4,690,000 in Senior Lien Tax Increment Revenue Bonds to assist in financing the Geneva Crossing Redevelopment Project.

In accordance with the Redevelopment Agreement, the shopping center has been completed and has been generating sufficient tax increment to pay the Village's obligations under the Bonds. In 2014 and 2015, the Mayor and Board of Trustees authorized the redemption of the Tax Increment Bonds prior to their maturity.

While under the provisions of the Tax Increment Financing Allocation Act, a redevelopment project area exists for a period of twenty-three (23) years, since the Redevelopment Project has been completed and the Tax Increment Bonds have been fully redeemed, the Mayor and Board of Trustees may determine that the termination of the Redevelopment Project Area is in the best interests of the Village.

The attached ordinance terminates the Geneva Crossing Tax increment Allocation Redevelopment Project Area and dissolves the Geneva Crossing Tax Increment Allocation Fund. Should the Village Board adopt this ordinance, funds remaining within the Allocation Fund (less any amounts necessary to pay refunds to successful tax

objectors) will be returned to the Village and the other taxing districts, in proportion to the most recent distribution of real property taxes within the redevelopment project area.

Effective January 1, 2017, all real estate taxes levied upon real property in the dissolved Redevelopment Project Area will be collected and paid directly to the taxing districts. Thus, the taxing districts will receive the increase in taxes generated by the construction of the redevelopment project.

Should there be any questions, please let me know.

ORDINANCE NO. _____

AN ORDINANCE TERMINATING THE DESIGNATION OF THE GENEVA CROSSING TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA, CREATED BY ORDINANCE NUMBER 97-01-04, ADOPTED JANUARY 6, 1997, AS A TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND DISSOLVING THE GENEVA CROSSING TAX INCREMENT ALLOCATION FUND

WHEREAS, on January 6, 1997, the Mayor and Board of Trustees adopted Ordinance Number 97-01-04, approving a redevelopment plan and redevelopment project for the Geneva Crossing Redevelopment Project Area, Ordinance Number 97-01-05, designating the Geneva Crossing Redevelopment Project Area, and Ordinance Number 97-01-06, adopting Tax Increment Allocation Financing for the Geneva Crossing Redevelopment Project Area; and,

WHEREAS, on January 6, 1997, the Mayor and Board of Trustees adopted Ordinance 97-01-07 authorizing the execution of a Redevelopment Agreement for a shopping center in the Geneva Crossing Tax Increment Allocation Financing District; and

WHEREAS, on January 27, 1997, the Mayor and Board of Trustees adopted Ordinance 97-01-14 providing for the issuance of \$4,690,000 Senior Lien Tax Increment Revenue Bonds for the Geneva Crossing Project; and

WHEREAS, on August 1, 2005, the Mayor and Board of Trustees adopted Ordinance 2005-08-43, providing for the issuance of not to exceed \$4,500,000 Senior Lien Tax Increment Revenue Refunding Bonds for the Geneva Crossing Project; and

WHEREAS, on October 20, 2014, the Mayor and Board of Trustees authorized the redemption prior to their maturity, of a portion of the Senior Lien Tax Increment Revenue Refunding Bonds for the Geneva Crossing Project in the aggregate amount of \$1,015,000.00;

WHEREAS, on November 2, 2015, the Mayor and Board of Trustees authorized the redemption in full, prior to their maturity, of the Senior Lien Tax Increment Revenue Refunding Bonds for the Geneva Crossing Project; and

WHEREAS, notwithstanding the proposed twenty-three (23) year life of the Geneva Crossing Redevelopment Project Area, pursuant to 65 ILCS 5/11-74.4-8, the Mayor and Board of Trustees find that the redevelopment project costs for the Geneva Crossing Redevelopment Project have been paid; and

WHEREAS, the Mayor and Board of Trustees find that dissolving the Special Tax Increment Allocation Fund for the Geneva Crossing Redevelopment Project Area, terminating the designation of the Geneva Crossing Redevelopment Project Area, and terminating the use of tax increment financing for the Geneva Crossing Redevelopment Project Area, effective December 31, 2016, as provided in this Ordinance, is in the best interests of the Village;

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

SECTION 1: Effective December 31, 2016, the Village of Carol Stream hereby terminates the Geneva Crossing Tax Increment Financing Redevelopment Project Area, established by Ordinance Number 97-01-05, adopted January 6, 1997.

SECTION 2: The Village of Carol Stream hereby dissolves the Geneva Crossing Special Tax Increment Allocation Fund, into which the incremental real estate taxes for the Geneva Crossing Redevelopment Project Area have been paid, after receipt of the 2015 real estate tax increment paid in 2016, effective December 31, 2016. Any monies remaining in the Geneva Crossing Special Tax Allocation Fund at its dissolution are hereby designated surplus, and shall be paid to the Village of Carol Stream and the DuPage County Collector, first to the Village of Carol Stream in direct proportion to the tax incremental revenue received from the state and the Village, but not to exceed the total incremental revenue received from the state or the Village less any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the DuPage County Collector, for payment to those taxing districts impacted by the Geneva Crossing Redevelopment Project Area, in the same manner and proportion as the most recent distribution by the DuPage County Collector.

SECTION 3: Prior to the distribution as set forth in Section 2 herein, the Village Treasurer is authorized to establish an escrow to be known as the Geneva Crossing TIF Escrow Account, for the purpose of paying any monies that are determined to be owed to tax objectors of taxes upon properties located within the Geneva Crossing Redevelopment Project Area and that would have been paid from the Special Tax Increment Allocation Fund, but for the early dissolution of said fund. The Village Treasurer shall withdraw from the Geneva Crossing Special Tax increment Allocation Fund and deposit in the Geneva Crossing Escrow Account an amount as determined by the Village Treasurer to be necessary to pay said tax objectors of property located within the Geneva Crossing Redevelopment Project Area prior to the payment of any funds to the DuPage County Collector. The Geneva Crossing TIF Escrow Account shall terminate upon the resolution of all pending tax objections which might affect the Geneva Crossing Special Tax Increment Allocation Fund. Any money remaining in said Escrow Account upon its termination shall be turned over to the County Collector for distribution to the affected taxing districts as provided in the Act without further action of the Mayor and Board of Trustees.

SECTION 4: In the event that additional incremental real estate taxes attributable to the Geneva Crossing Redevelopment Project Area shall be received by the Village from late payment of real estate taxes or any other reason, after the dissolution of the Geneva Crossing Special Tax Increment Allocation Fund, such monies shall be segregated by the Finance Department, declared surplus funds, and sent to the DuPage County Collector for distribution in the same manner as provided for in Section 2, above.

SECTION 5: After the termination of the Geneva Crossing Redevelopment Project Area, the rates of the taxing districts shall be extended and taxes levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing.

SECTION 6: That, pursuant to 65 ILCS 5/11-74.4-8, a copy of this Ordinance shall be forwarded, by the Village Clerk, to each taxing district impacted by Geneva Crossing Redevelopment Project Area, and copies of this Ordinance shall also be forwarded, by the Village Clerk, to the DuPage County Clerk, and to the DuPage County Collector, all prior to November 1, 2016.

SECTION 7: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect the other provisions of this Ordinance.

SECTION 8: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 17th DAY OF OCTOBER, 2016.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A STRUCTURE TO EXCEED 50 FEET IN HEIGHT IN THE I INDUSTRIAL DISTRICT (INSITE, INC./PARALLEL INFRASTRUCTURE AND VERIZON WIRELESS, 290 E. FULLERTON DRIVE)

WHEREAS, Mark Layne of Insite, Inc., on behalf of Parallel Infrastructure and Verizon Wireless, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow a structure to exceed 50 feet in height in the I Industrial District, as provided in Section 16-10-2(B)(4) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 290 E. Fullerton Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on October 10, 2016, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit be approved; and

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

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

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for a Special Use Permit to allow a structure to exceed 50 feet in height, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *The applicant has indicated that the need for a taller antenna tower is necessary to improve cellular coverage within the area. In addition, the taller height allows for co-location opportunities for three other carriers, rather than constructing separate towers for each carrier throughout the Village.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed antenna tower will not be unreasonably detrimental or endanger the general public in regards to health, safety, morals, comfort, or general welfare. The antenna tower will be situated several hundred feet away from major roadways and residential areas.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The proposed antenna tower will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values in the neighborhood.*

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *The surrounding properties are already developed. This criterion is not applicable.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposal is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to Insite, Inc. (Parallel Infrastructure/Verizon Wireless) subject to the conditions set forth in Section 3, upon the real estate commonly known as 290 E. Fullerton Avenue, Carol Stream, Illinois, and legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY THE BEGINNING AT THE NORTHEAST CORNER OF THE WEST ONE-HALF OF SAID NORTHEAST QUARTER AND RUNNING THENCE NORTH 87 DEGREES 43.3 MINUTES EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 640.0 FEET; THENCE SOUTH 0 DEGREES 03.4 MINUTES EAST, 720.7 FEET; THENCE SOUTH 87 DEGREES 43.4 MINUTES WEST, 600 FEET; THENCE SOUTH 0 DEGREES 03.4 MINUTES EAST, 200.0 FEET; THENCE SOUTH 87 DEGREES 43.3 MINUTES WEST, 50.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH 0 DEGREES 03.4 MINUTES WEST ALONG SAID EASTERLY 920.7 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 43.3 MINUTES EAST ALONG SAID NORTH LINE, 10.0 FEET TO THE PLACE OF BEGINNING IN THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS

LESS AND EXCEPT THAT PORTION CONVEYED TO DUGAN REALTY LLC, AN INDIANA LIMITED LIABILITY COMPANY FROM AMERICAN FLANGE & MANUFACTURING CO., INC., A DELAWARE CORPORATION BY SPECIAL WARRANTY DEED AND RECORDED APRIL 14, 2014 IN INSTRUMENT NO. R2104-030363

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO AMERICAN FLANGE & MANUFACTURING CO., INC., A DELAWARE CORPORATION FROM INTERCRAFT INDUSTRIES CORPORATION BY WARRANTY DEED DATED FEBRUARY 20, 1976 AND RECORDED FEBRUARY 20, 1976 IN INSTRUMENT NO. R76-10398.

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That the height of the fencing around the tower and equipment shall be no taller than seven feet in height, excluding an additional one foot of barbed wire on top of the fence, and that said fencing shall be chain link with slats;
2. That bollards shall be installed around the fenced enclosure to protect from potential vehicle impact;
3. That all equipment associated with the proposed Verizon antennas and any future antennas shall be located within the proposed fenced enclosure/leased area and not outside of the enclosure/leased area;
4. That the proposed monopole and its foundation shall be designed and stamped by a Registered Structural Engineer, and the load of all four potential antennas along with all required equipment for each shall be included in the design. More detailed drawings must be shown for the pole and foundation;
5. That in the event that the use of the antenna tower is discontinued, the tower owner shall provide written notice to the Village of its intent to discontinue use not less than ten (10) days from the date when the use will be discontinued. Upon discontinuance of the use of the tower, the tower owner shall, within ninety (90) days, dismantle and remove the tower and its equipment, conduits, fixtures and all personal property and restore the property to its original condition. If it is determined by the Village that the tower has ceased to be used for a period of three hundred and sixty-five (365) consecutive days, and the tower owner has not notified the Village of the discontinuance of use, the Village shall notify the tower owner that the site will be subject to a determination that such site has been abandoned. The tower owner shall have thirty (30) days from receipt of said notice to show, by a preponderance of the evidence, that the tower has been in use or under repair during the period. If the tower owner fails to show that the tower has been in use or under repair during the period, the Village shall issue a final determination of abandonment for the site. Upon issuance of the final determination of abandonment, the tower owner shall, within ninety (90) days, dismantle and remove the tower and its equipment, conduits, fixtures and all personal property and restore the property to its original condition;
6. That the applicant must obtain building permits for all of the proposed work, and that building permit plans shall denote that the antenna tower shall be constructed of galvanized steel and shall be a natural metal color, and maintained as such;
7. That utility permits shall be required for the power source connection for the tower and the fiber optic line installation; and

8. That the development of the wireless communications tower and associated equipment and structures must comply with all state, county and Village Codes and requirements.

SECTION 4:

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

1. Title Sheet (Exhibit A-1 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
2. Location Plan (Exhibit A-2 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
3. Enlarged Site Plan (Exhibit A-3 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
4. Fence Details (Exhibit A-4 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
5. Site Elevation and Antenna Layout (Exhibit A-5 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
6. Site Details (Exhibit A-6 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
7. Antenna Mounting Details (Exhibit A-7 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
8. Existing Site Photos (Exhibit A-8 dated August 15, 2016), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.
9. Photo Mockups (Exhibit B), prepared by Terra Consulting Group, 600 Busse Highway, Park Ridge, IL 60068.

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 17th DAY OF OCTOBER, 2016.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

I, Mark Layne, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit. Insite Inc. further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

CONSULTANT TEAM

PROJECT CONSULTANT: TERRA CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
(847) 698-6400

SURVEYOR: ASM CONSULTANTS, INC.
P.O. BOX 7
PLANO, IL 60545
(630) 273-2500

APPROVALS

REAL ESTATE: _____

RF: _____

CONSTRUCTION: _____

OPERATIONS: _____

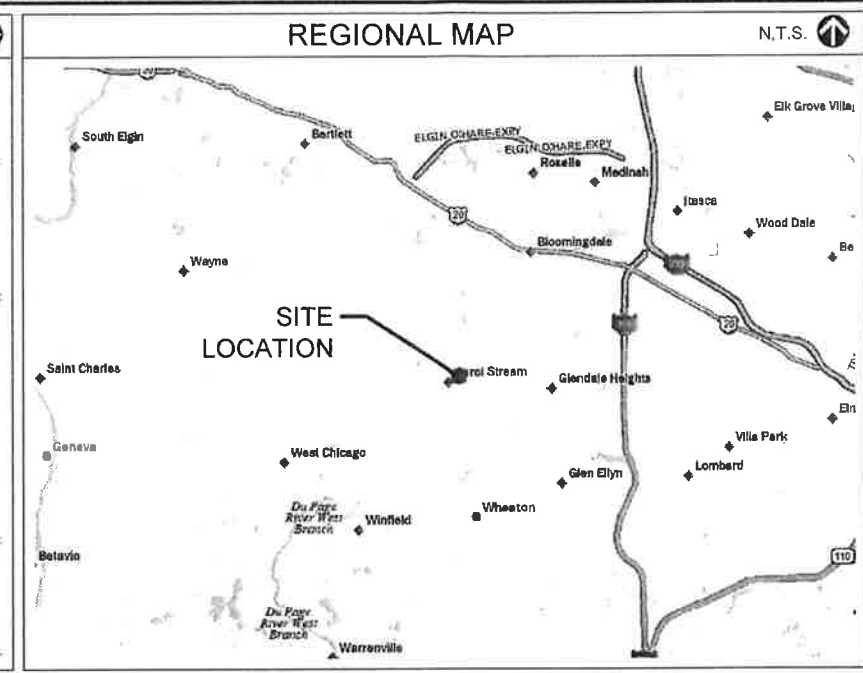
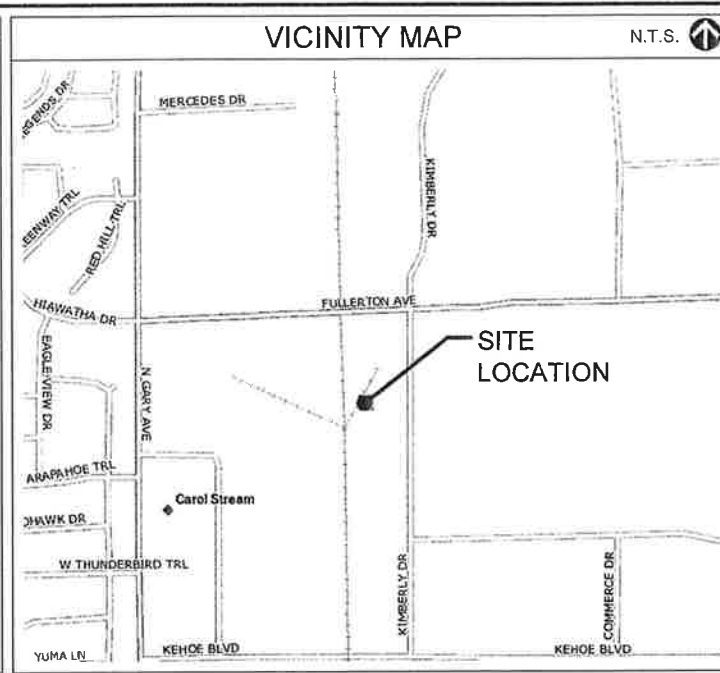
EQUIPMENT ENGINEERING: _____

PROJECT TYPE

PROPOSED VERIZON ANTENNAS MOUNTED ON A NEW MONOPOLE TOWER WITH PROPOSED 9'-4" x 11'-0" EQUIPMENT PLATFORM AT BASE.

SITE COORDINATES:
LATITUDE: 41° 54' 52.98" N (FROM SURVEY)
LONGITUDE: 88° 06' 51.73" W (FROM SURVEY)
ELEVATION: ±795.93' (FROM SURVEY)

DRIVING DIRECTIONS:
FROM VERIZON OFFICE: START OUT GOING EAST ON E WOODFIELD RD TOWARD MALL DR. TURN RIGHT ONTO W FRONTAGE RD. MERGE ONTO I-290 E VIA THE RAMP ON THE LEFT. KEEP LEFT TO TAKE I-355 S VIA EXIT 7 TOWARD JOLIET. TAKE THE ARMY TRAIL RD EXIT. KEEP RIGHT TO TAKE THE RAMP TOWARD BLOOMINGDALE/GLENDALE HTS. MERGE ONTO W ARMY TRAIL RD. TURN LEFT ONTO SCHMALE RD. TURN RIGHT ONTO FULLERTON AVE. DESTINATION WILL BE ON THE LEFT.



GENERATOR TYPE: DIESEL

PROJECT INFORMATION

UTILITIES: POWER: T.B.D. FIBER: T.B.D.

ZONING: I INDUSTRIAL DISTRICT

OCCUPANCY: UNINHABITED

CONSTRUCTION TYPE: RAW LAND

PROPERTY OWNER: AMERICAN FLANGE & MFG CO., INC.
290 E. FULLERTON AVE
CAROL STREAM, IL 60188
CONTACT NAME: CORNELIS VAN DE KLIPPE

APPLICANT: PARALLEL TOWER DEVELOPMENT, LLC
7411 FULLERTON ST, SUITE 110
JACKSONVILLE, FL 32256
CONTACT:
PHONE:

NO.	DESCRIPTION	ISSUED FOR REVIEW	BY	DATE
			PP	08/15/16

PI TOWER, DEVELOPMENT LLC

4601 TOUCHTON RD BLDG.
300 SUITE 3200
JACKSONVILLE, FL 32246

CHICAGO SMSA *limited partnership*

CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
1515 WOODFIELD ROAD, SUITE 1400
SCHAUMBURG, ILLINOIS 60173
PHONE: (847) 619-5397 FAX: (847) 706-7415

LOCATION NUMBER: 380737
SITE NAME: CLOVERDALE WEST

SITE NAME: CLOVERDALE WEST

290 E FULLERTON AVE
CAROL STREAM, IL 60188

SHEET	DRAWING INDEX	REVISION
T-1	TITLE SHEET	-
LP	LOCATION PLAN	-
C-1	ENGINEERING SITE PLAN	-
C-2	SITE GRADING PLAN (SHEET 1 OF 1)	-
C-3	FENCE DETAILS	-
C-4	GENERAL NOTES	-
C-5	SITE DETAILS	-
C-6	PLATFORM FOUNDATION PLAN	-
C-7	GENERATOR FOUNDATION PLAN	-
ANT-1	SITE ELEVATION & ANTENNA LAYOUT	-
ANT-2	ANTENNA INFORMATION	-
ANT-3	SITE DETAILS	-
ANT-3A	ANTENNA MOUNTING DETAILS	-
ANT-4	SITE DETAILS	-
B-1	EQUIPMENT PLATFORM PLAN & NOTES	-
B-2	EQUIPMENT PLATFORM ELEVATIONS	-
E-1	UTILITY ROUTING PLAN	-
E-1A	GENERATOR UTILITY ROUTING PLAN	-
E-1B	GENERATOR SINGLE LINE DIAGRAM & ALARM WIRING	-
E-2	SINGLE LINE DIAGRAM & LINE DETAILS	-
E-3	ELECTRICAL AND GROUNDING NOTES	-
E-4	SITE GROUNDING PLAN	-
E-5	GROUNDING DETAILS	-
E-6	GROUNDING DETAILS	-
E-7	ELECTRICAL DETAILS	-
P-1	EXISTING SITE PHOTOS	-

LOC. # 380737

CLOVERDALE WEST

290 E FULLERTON AVE
CAROL STREAM, IL 60188

DRAWN BY: PP

CHECKED BY: JM

DATE: 08/15/16

PROJECT #: 85-035

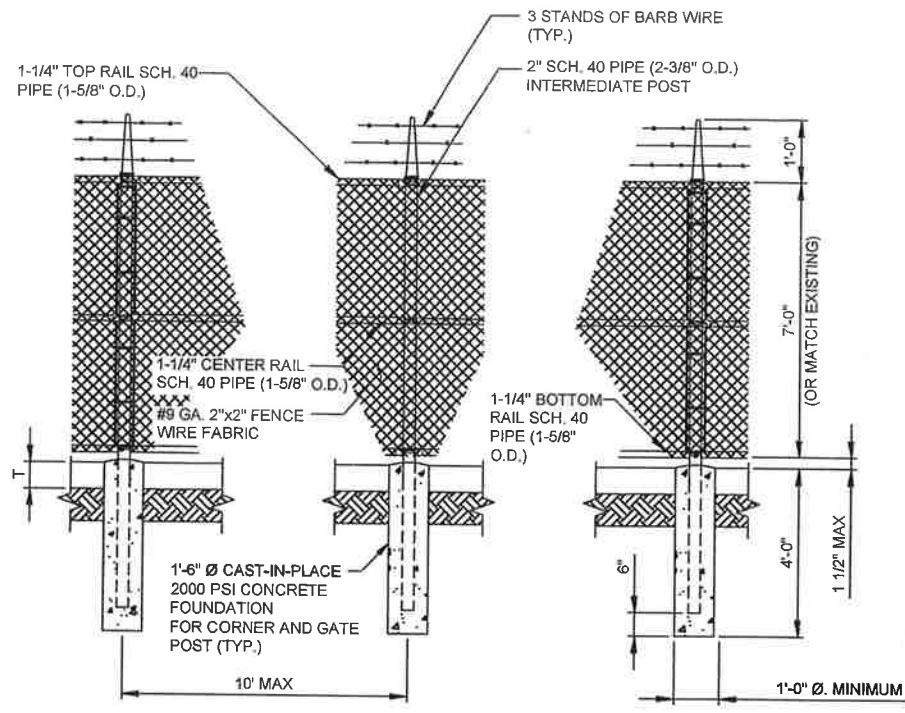
SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

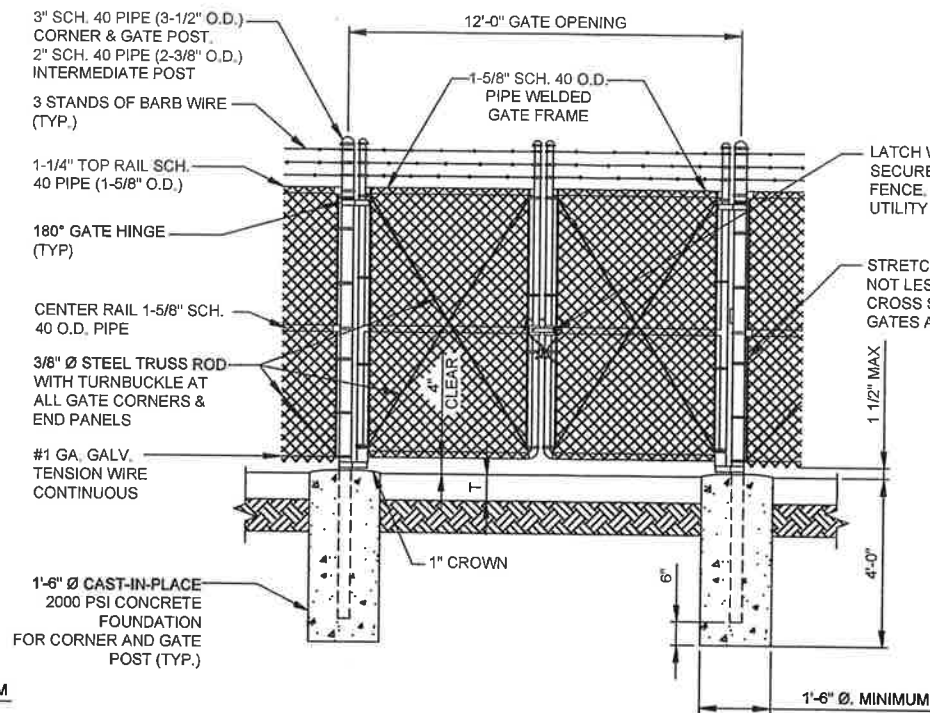


FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.

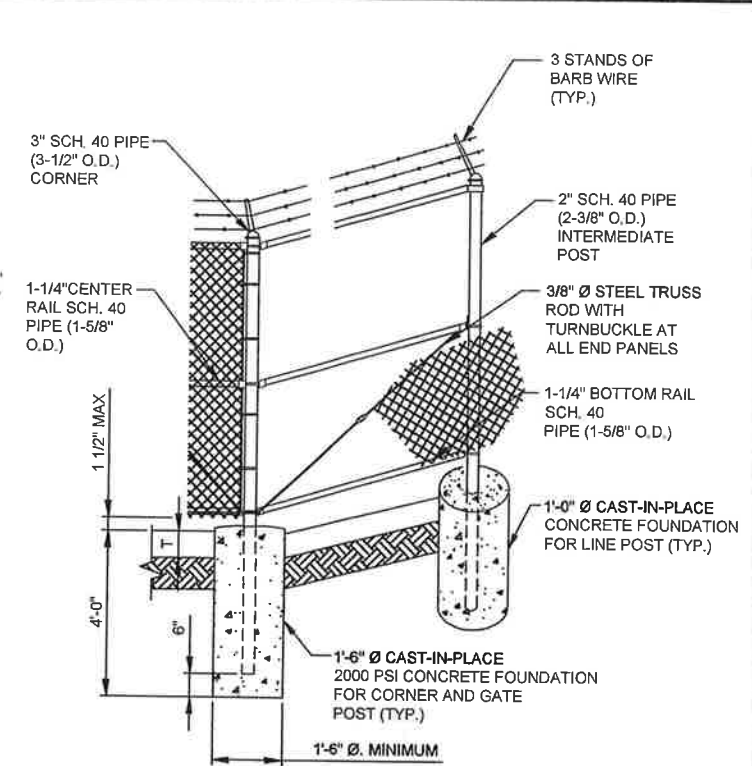
ATTACHMENT: PLAT OF SURVEY EXHIBIT A-1



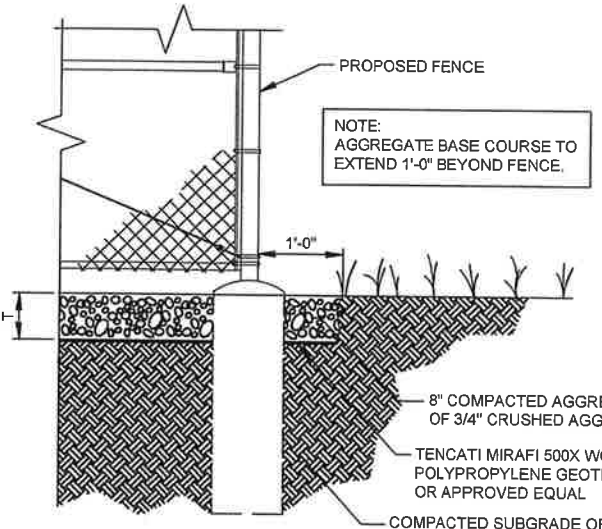
1 FENCE POST DETAILS
N.T.S.



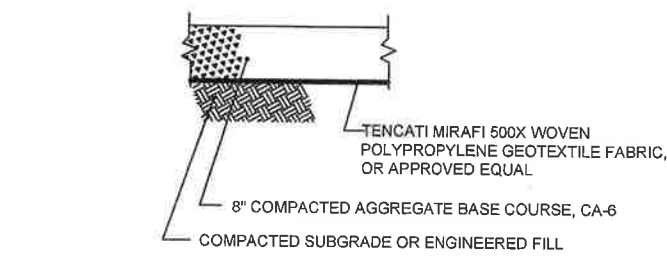
2 12-0" DOUBLE SWING GATE
N.T.S.



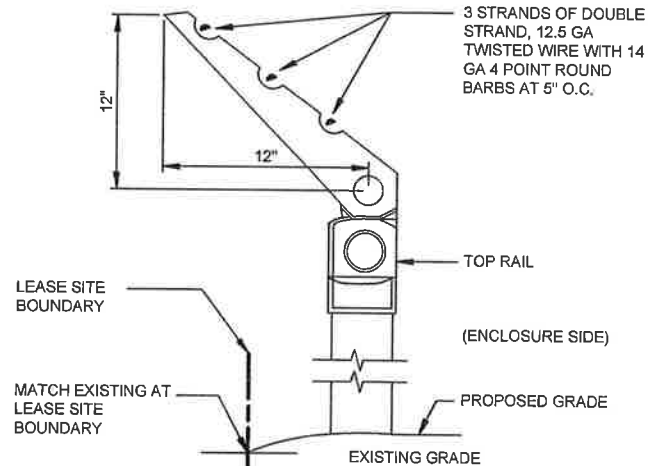
3 CORNER POST DETAIL
N.T.S.



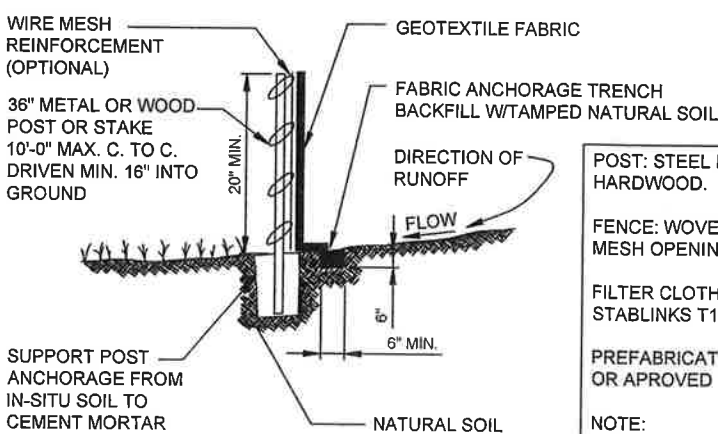
4 AGGREGATE CROSS-SECTION
LEASE SITE
N.T.S.



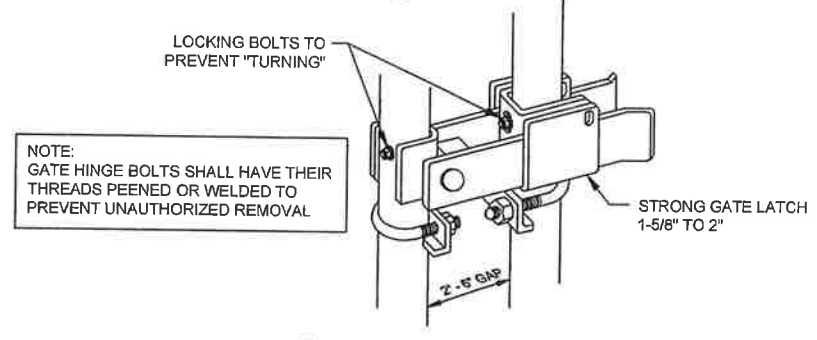
5 AGGREGATE CROSS-SECTION
ACCESS ROAD
N.T.S.



6 BARBED WIRE DETAIL
N.T.S.



7 EROSION CONTROL SILT FENCE DETAIL
N.T.S.



8 STRONG ARM GATE LATCH DETAIL
N.T.S.

OPERATES 24 HOURS
A DAY 365 DAYS A YEAR

Call Before You Dig

JULIE
ILLINOIS
ONE CALL SYSTEM

CALL JULIE TOLL FREE
1(800) 892-0123
48 HOURS BEFORE
YOU DIG

GENERAL NOTES

1) G.C. IS RESPONSIBLE TO PAY AND SCHEDULE THIRD PARTY INSPECTIONS FOR BOTH TOWER AND BUILDING FOUNDATIONS. VZW GETS COPIES AT CLOSE OUT.

COPIES OF THE REPORT ARE ISSUED TO THE CONTRACTOR FOR CONVENIENCE ONLY. THE REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS. NEITHER THE OWNER NOR THE ENGINEER/ARCHITECT GUARANTEE THE ACCURACY OR VALIDITY OF THE DATA CONTAINED THEREIN, NOR DO THEY ASSUME ANY RESPONSIBILITY FOR THE CONTRACTOR'S USE OR INTERPRETATION OF THE DATA CONTAINED THEREIN.

GEOTEXTILE PARAMETERS		
PROPERTY	MINIMUM VALUE (a)	TEST METHOD
GRAB STRENGTH	180 LBS.	ASTM D-4632-91
PUNCTURE STRENGTH	75 LBS.	ASTM D-4833-88
BURST STRENGTH	290 LBS.	ASTM D-3786
TRAPEZOIDAL TEAR	50 LBS.	ASTM D-4571-87

(a) ALL VALUES REPRESENT MINIM

EXHIBIT A-4

NOTES:
THE FABRIC SHOULD BE PLACED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. INTERSECTIONS OF SHEETS MUST BE SOWN OR SUFFICIENTLY OVERLAPPED (AT LEAST 24 INCHES) OR AS SPECIFIED BY THE MANUFACTURER. THE GEOTEXTILE SHEETS SHOULD ALSO BE PLACED TAUT TO REDUCE WRINKLES OR FOLDS. CARE MUST BE EXERCISED TO PREVENT PHYSICAL DAMAGE OF THE GEOTEXTILE PRIOR TO, DURING AND AFTER INSTALLATION. UTILITIES SHOULD BE INSTALLED BEFORE PLACING THE FABRIC.

Parallel
INFRASTRUCTURE

TERRA
CONSTRUCTIVE TECHNOLOGY, L.P.
CONCRETE HIGHWAY
PARK BRIDGE, IL 60088
PH: 847.988.4400
FAX: 847.988.4401

NO.	REVISIONS	DESCRIPTION	ISSUED FOR REVIEW	BY	DATE
				PP	08/15/16

LOC. # 380737

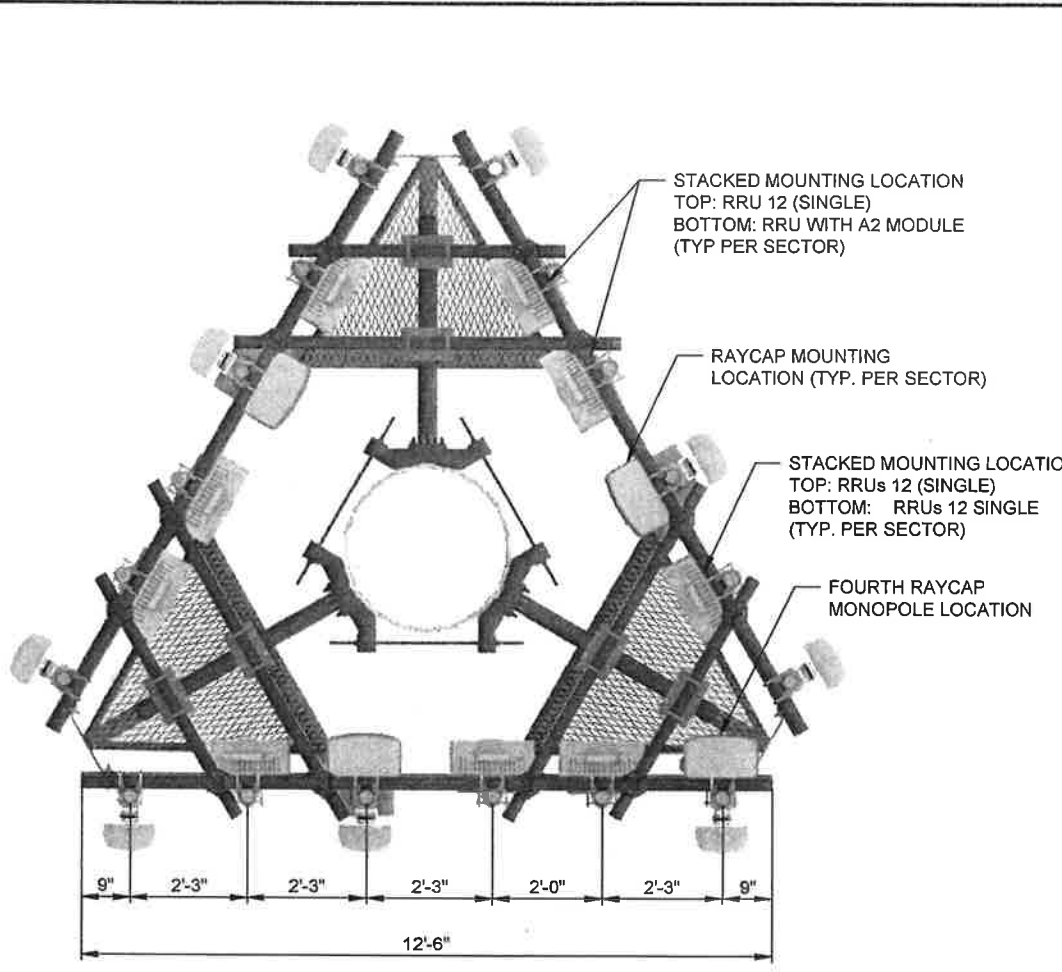
CLOVERDALE WEST

290 E FULLERTON AVE
CAROL STREAM, IL 60188

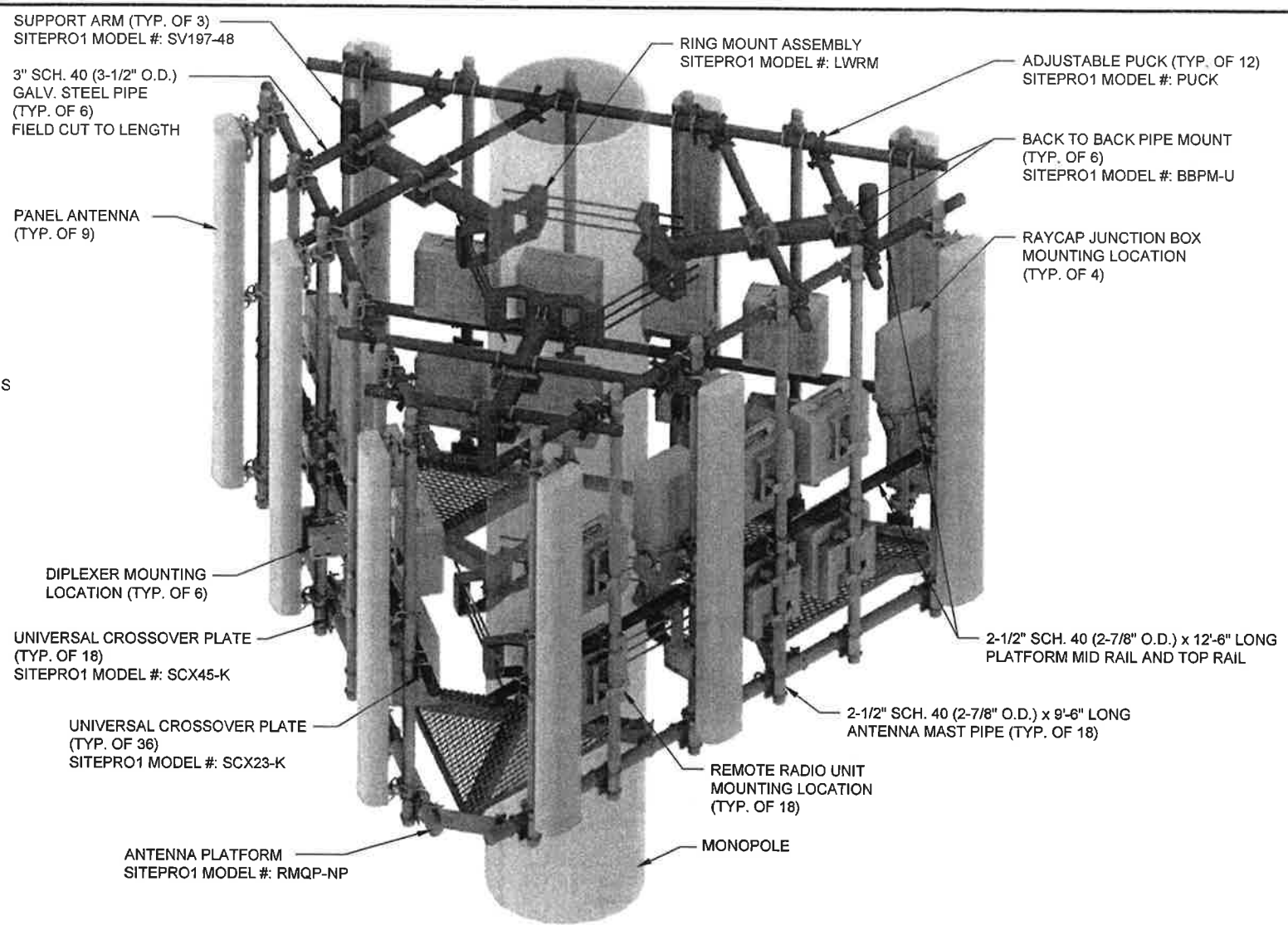
DRAWN BY: PP
CHECKED BY: JM
DATE: 08/15/16
PROJECT #: 85-035

SHEET TITLE
FENCE DETAILS

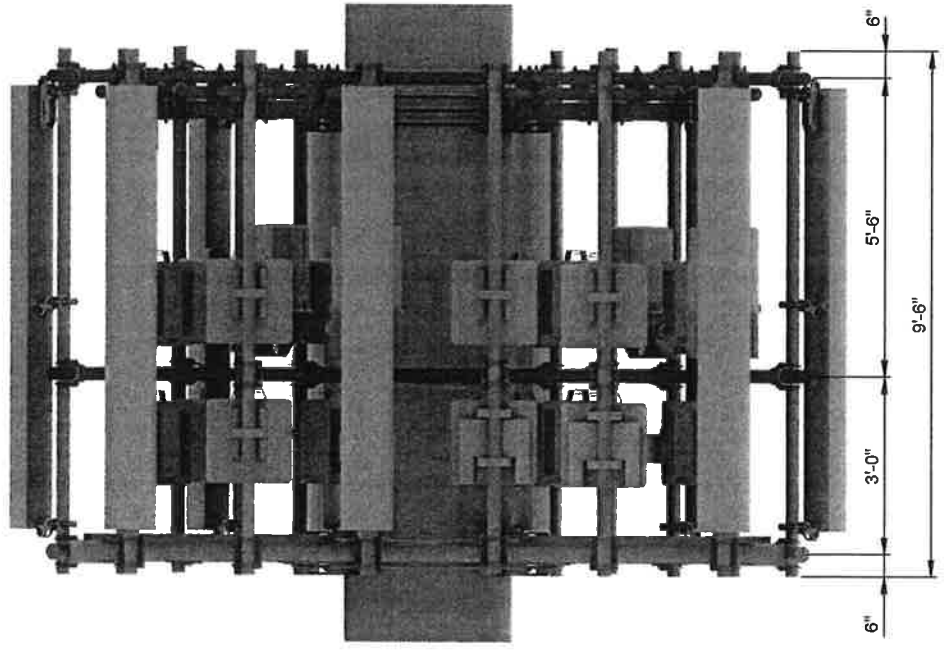
SHEET NUMBER
C-3



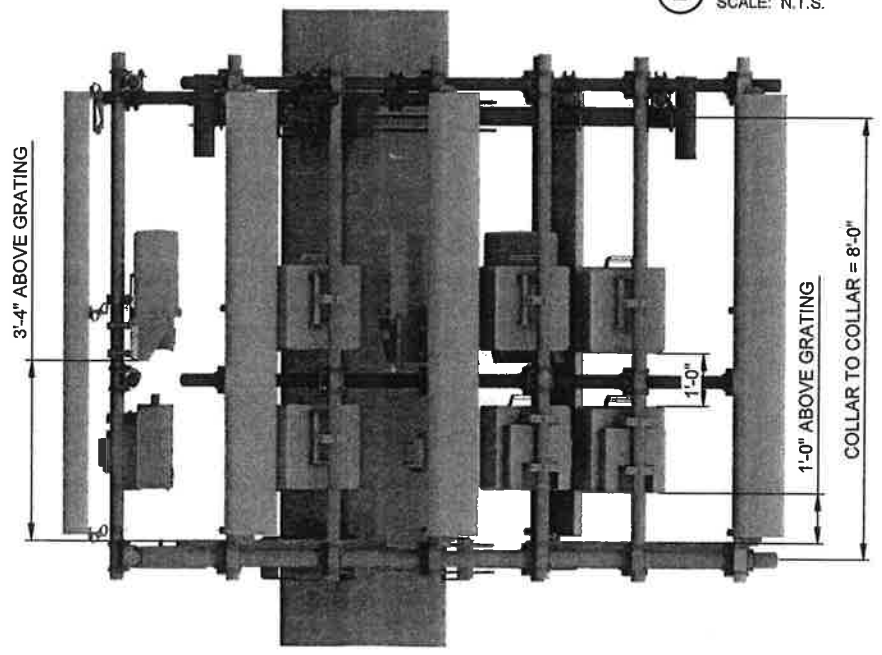
1 PLAN VIEW
SCALE: N.T.S.



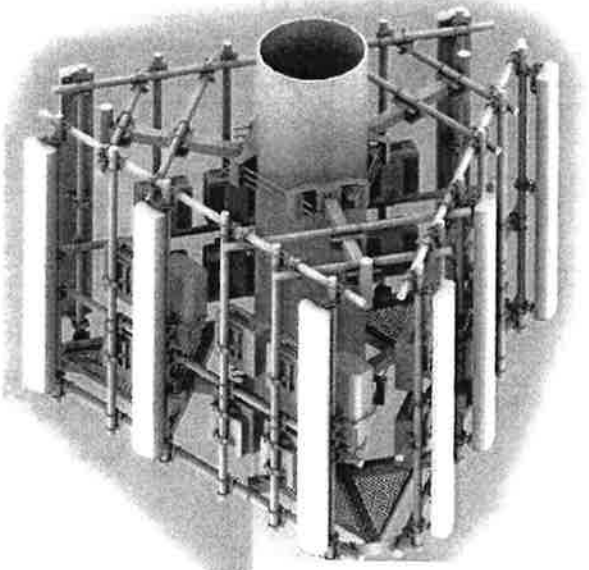
2 ISOMETRIC VIEW
SCALE: N.T.S.



3 FRONT VIEW
SCALE: N.T.S.



4 SIDE VIEW
SCALE: N.T.S.



5 ISOMETRIC RENDERING
SCALE: N.T.S.

EXHIBIT A-7

Parallel
INFRASTRUCTURE

TERRA
ENGINEERING & CONSTRUCTION
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-598-6400
FAX: 847-598-6401

NO.	DESCRIPTION	DATE	BY	
			PP	PP
	ISSUED FOR REVIEW	08/15/16		

LOC. # 380737
CLOVERDALE
WEST

290 E FULLERTON AVE
CAROL STREAM, IL 60188

DRAWN BY:	PP
CHECKED BY:	JM
DATE:	08/15/16
PROJECT #:	85-035

SHEET TITLE
ANTENNA
MOUNTING
DETAILS

SHEET NUMBER
ANT-3A



BEFORE



AFTER

SEP 16, 2016

COMMUNITY DEVELOPMENT
DEPT.



Cloverdale West

View From North
(Distance at 600')

EXHIBIT B



VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: October 12, 2016
RE: **Non-Union Compensation Adjustment**

On July 18, 2016 the Village Board adopted a 3-year contract with the Fraternal Order of Police, the union representing our patrol officers which included equity adjustments in addition to the 2.5% general wage adjustments for the length of the contract beginning May 1, 2015.

Following this agreement, the collective bargaining agreement between the Village and the Metropolitan Alliance of Police, the union representing our Police Sergeants, was approved and also provided equity adjustments beginning May 1, 2015.

As a result of the above, we have several disparities by employee group:

	FOP	MAP	Non-Union
Total Adjustment 2015	3%	2.75%	2.50%
Total Adjustment 2016	3%	2.75%	2.50%
Total:	6%	5.5%	5%

While there is no legal or policy obligation that requires parity among employee groups, internal compression could become an issue. As employee groups of lower ranks receive greater adjustments, eventually there is little to no distinction between ranges resulting in similar pay for very different levels of responsibility, and the likely lack of interest in promotion. Because of this, a decision to abandon parity entirely would likely need to be addressed at some point in the future, and delaying that decision will lead to more substantial adjustments in the future.

Based on the above, an analysis of the comparable market has revealed that the current differential between Sergeant and Officer is within an acceptable margin. However; this does not address the internal compression results for non-union positions such as Commander, Deputy Chief and Chief.

After reviewing this issue, as well as alternative solutions to address parity and compression, it is recommended to increase the general wage adjustment for non-union employees to match that of the lesser of the two collective bargaining agreements. This would increase the general wage adjustment of non-union employees by a total of .5% (.25% for FY 16 and .25% for FY17), thus reestablishing the appropriate differential for non-union positions. It is further recommended to apply this adjustment effective November 7¹, 2016, without retro-activity. This solution will address parity and compression concerns, while remaining fiscally responsible.

Approval from the Village Board is requested at this time. Authorization is also requested by the Board for the Village Manager to approve the same recommendation with the Service Employees International Union (SEIU) in lieu of re-opening the contract. Please let me know if you have any questions or concerns regarding this information.

¹ November 7th is the beginning of a new payroll period.

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 2874
ADOPTING THE 2016-17 EMPLOYEE COMPENSATION PLAN FOR
THE VILLAGE OF CAROL STREAM**

WHEREAS, on April 18, 2016, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 2874 approving the 2016-17 Employee Compensation Plan for the Village of Carol Stream; and

WHEREAS, a recommendation has been presented to adjust the compensation of non-union employee compensation and pay ranges by 0.5% to reflect parity within the organization.

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

SECTION 1: That the 2016-17 Employee Compensation Plan is amended to adjust non-union compensation and pay ranges by 0.5% effective November 7, 2016.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 17TH DAY OF OCTOBER, 2016.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro-Tem


ATTEST:

Laura Czarnecki, Village Clerk

ATTACHEMENT A

Village of Carol Stream 2016-2017 Pay Plan						GWA 0.5%			
Effective November 7 2016		Annual		Monthly		Bi-weekly		Hourly	
	POSITION TITLE	min	max	min	max	min	max	min	max
1	ACCOUNTANT	65,000.04	92,526.75	5,416.67	7710.56	2,500.00	3,558.72	31.25	44.48
2	ACCOUNTS CLERK/PW CLERK	45,280.48	64,456.20	3,773.37	5371.35	1,741.56	2,479.08	21.77	30.99
3	ACCOUNTING MANAGER	76,420.90	108,784.20	6,368.41	9065.35	2,939.27	4,184.01	36.74	52.30
4	ADMINISTRATIVE SEC / DATA COORDINATOR	49,689.62	70,732.56	4,140.80	5894.38	1,911.14	2,720.48	23.89	34.01
5	ASSISTANT VILLAGE MANAGER	103,851.19	147,830.88	8,654.27	12319.24	3,994.28	5,665.80	49.93	71.07
6	ASST TO VILLAGE MANAGER	70,752.53	100,715.35	5,896.04	8392.95	2,721.25	3,873.67	34.02	48.42
7	ASST VILLAGE ENGINEER	82,976.73	118,116.35	6,914.73	9843.03	3,191.41	4,542.94	39.89	56.79
8	BUILDING MAINTENANCE EMPLOYEE	52,674.97	74,982.17	4,389.58	6248.51	2,025.96	2,883.93	25.32	36.05
9	BUILDING MAINTENANCE SUPERVISOR	69,910.81	99,517.17	5,825.90	8293.10	2,688.88	3,827.58	33.61	47.84
10	CIVIL ENGINEER II	70,680.86	100,613.32	5,890.07	8384.44	2,718.49	3,869.74	33.98	48.37
11	CODE PROFESSIONAL I	66,342.83	94,438.19	5,528.57	7869.85	2,551.65	3,632.24	31.90	45.40
12	CODE PROFESSIONAL II	59,957.24	85,348.38	4,996.44	7112.37	2,306.05	3,282.63	28.83	41.03
13	COMMANDER	123,607.52	126,328.32	10,300.63	10527.36	4,754.14	4,858.78	59.43	60.73
14	COMMUNITY DEVELOPMENT DIR	105,211.74	149,767.60	8,767.64	12480.63	4,046.61	5,760.29	50.58	72.00
15	CST / CFHC	46,681.83	66,451.01	3,890.15	5537.58	1,795.46	2,555.81	22.44	31.95
16	DEPUTY POLICE CHIEF	98,771.97	140,600.67	8,231.00	11716.72	3,798.92	5,407.72	47.49	67.60
17	DEVELOPMENT SERVICES MANAGER	76,420.88	108,784.17	6,368.41	9065.35	2,939.26	4,184.01	36.74	52.30
18	EMPLOYEE RELATIONS DIRECTOR	96,686.60	137,632.18	8,057.22	11469.35	3,718.72	5,293.55	46.48	66.17
19	EMPLOYEE RELATIONS GENERALIST	56,873.38	80,958.55	4,739.45	6746.55	2,187.44	3,113.79	27.34	38.92
20	ENGINEERING INSPECTOR	63,179.19	89,934.79	5,264.93	7494.57	2,429.97	3,459.03	30.37	43.24
21	ENGINEERING SERVICES / IT DIRECTOR	96,010.09	136,669.16	8,000.84	11389.10	3,692.70	5,256.51	46.16	65.71
22	EVIDENCE CUSTODIAN	50,307.57	71,612.19	4,192.30	5967.68	1,934.91	2,754.32	24.19	34.43
23	FINANCE DIRECTOR	109,905.06	156,448.48	9,158.75	13037.37	4,227.12	6,017.25	52.84	75.22
24	GARAGE/STREETS/UTILITIES SUPERVISOR	74,895.05	106,612.17	6,241.25	8884.35	2,880.58	4,100.47	36.01	51.26
25	IT TECHNICIAN	58,648.65	83,485.62	4,887.39	6957.13	2,255.72	3,210.99	28.20	40.14
26	IT ENGINEER	71,404.97	101,644.09	5,950.41	8470.34	2,746.35	3,909.39	34.33	48.87
27	OFFICE MANAGER	52,174.05	74,269.12	4,347.84	6189.09	2,006.69	2,856.50	25.08	35.71
28	PERMIT SYSTEMS COORDINATOR	49,689.58	70,732.50	4,140.80	5894.38	1,911.14	2,720.48	23.89	34.01
29	PLANNING & ECONOMIC DEVELOPMENT MGR	76,420.88	108,784.17	6,368.41	9065.35	2,939.26	4,184.01	36.74	52.30
30	POLICE CHIEF	111,419.08	158,603.68	9,284.92	13216.97	4,285.35	6,100.14	53.57	76.25
31	PUBLIC WORKS DIRECTOR	108,983.84	155,137.14	9,081.99	12928.09	4,191.69	5,966.81	52.40	74.59
32	RECORDS CLERK	42,342.88	60,274.57	3,528.57	5022.88	1,628.57	2,318.25	20.36	28.98
33	RECORDS SUPERVISOR	65,680.61	93,495.53	5,473.38	7791.29	2,526.18	3,595.98	31.58	44.95
34	SECRETARY	46,012.54	65,498.28	3,834.38	5458.19	1,769.71	2,519.16	22.12	31.49
35	SOCIAL SERVICES SUPERVISOR	70,761.90	100,728.68	5,896.82	8394.06	2,721.61	3,874.18	34.02	48.43
36	SOCIAL WORKER / MGMT ANALYST	62,071.81	88,358.45	5,172.65	7363.20	2,387.38	3,398.40	29.84	42.48
37	STORMWATER ADMINISTRATOR	70,638.67	100,553.27	5,886.56	8379.44	2,716.87	3,867.43	33.96	48.34
38	SUPERINTENDENT OF OPERATIONS	84,293.20	119,990.32	7,024.43	9999.19	3,242.05	4,615.01	40.53	57.69
39	TRAINING CO/BUDGET ANALYST	56,175.89	79,965.68	4,681.32	6663.81	2,160.61	3,075.60	27.01	38.45

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: October 11, 2016
RE: 191 E. North Avenue – DCT Industrial
Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: James Knudsen, Director of Engineering Services
Bill Cleveland, Assistant Village Engineer
Don Bastian, Community Development Director

Exhibit A – PIN Number and Legal Description
Attachment – Plat of Easement

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT
AND CONVEYANCE EASEMENT
(191 E. North Avenue – DCT Industrial)**

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

SECTION 1: Approval is hereby given Accepting a Grant of Storm Water Management and Conveyance Easement for 191 E. North Avenue (DCT Industrial), PIN: 02-32-400-013, legal description attached hereto as Exhibit “A”. This easement gives the Village easement rights to construct, repair, operate and maintain storm sewer system and storm water management facilities as required by the DuPage County Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater Management Conveyance and Easement is attached to this Resolution as Exhibit “B”.

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

PASSED AND APPROVED THIS 17th DAY OF OCTOBER, 2016.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

Exhibit A

ADDRESS: 191 E. North Avenue, Carol Stream, IL 60188

PIN: 02-32-400-013

PARCEL 1:

THAT PART OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE CENTER LINE OF STATE BOND ISSUE ROUTE #64 (NORTH AVENUE); THENCE NORTH 80 DEGREES 56 MINUTES WEST ALONG SAID CENTER LINE A DISTANCE OF 1,265.83 FEET TO THE POINT OF BEGINNING ON SAID CENTER LINE; THENCE NORTH ALONG A PARALLEL LINE TO THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,401.05 FEET; THENCE NORTH 137.95 FEET TO THE INTERSECTION WITH THE EXISTING SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD, CAROL STREAM INDUSTRIAL PARK; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WHICH IS THE SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY, SAID CURVE HAVING A RADIUS OF 466.68 FEET AND A LONG CHORD BEARING NORTH 22 DEGREES 22.7 MINUTES WEST FOR AN ARC DISTANCE OF 366.56 FEET TO THE END OF CURVE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 234.59 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF KEHOE BOULEVARD; THENCE NORTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF KEHOE BOULEVARD A DISTANCE OF 30.12 FEET; THENCE SOUTHERLY PARALLEL TO AND 30.0 FEET MEASURED AT RIGHT ANGLES TO THE EXISTING WEST RAILROAD RIGHT OF WAY TANGENT LINE, A DISTANCE OF 706.81 FEET; THENCE WEST 475.12 FEET; THENCE SOUTH 1,197.06 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID STATE BOND ISSUE ROUTE #64 (NORTH AVENUE); THENCE SOUTH 101.27 FEET TO THE CENTER LINE OF SAID ROUTE #64; THENCE SOUTH 80 DEGREES 56 MINUTES EAST ALONG SAID ROUTE #64 CENTER LINE 650.0 FEET TO THE POINT OF BEGINNING;


EXCEPT THAT PART THEREOF DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE CENTER LINE OF STATE BOND ISSUE ROUTE #64 (NORTH AVENUE); THENCE NORTH 80 DEGREES 56 MINUTES WEST ALONG SAID CENTER LINE A DISTANCE OF 1,265.83 FEET TO A POINT ON SAID CENTER LINE; THENCE NORTH ALONG A PARALLEL LINE TO THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,401.05 FEET TO THE PLAT OF BEGINNING; THENCE NORTH 137.95 FEET TO THE INTERSECTION WITH THE EXISTING SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD, CAROL STREAM INDUSTRIAL PARK; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WHICH IS THE SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY, SAID CURVE HAVING A RADIUS OF 466.68 FEET AND A LONG CHORD BEARING NORTH 22 DEGREES 22.7 MINUTES WEST FOR AN ARC DISTANCE OF 366.56 FEET TO THE END OF CURVE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 234.59 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF KEHOE BOULEVARD; THENCE NORTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF KEHOE BOULEVARD A DISTANCE OF 30.12 FEET; THENCE SOUTHERLY PARALLEL TO AND 30.0 FEET MEASURED AT RIGHT ANGLES TO THE EXISTING WEST RAILROAD RIGHT OF WAY TANGENT LINE, A DISTANCE OF 706.81

FEET; THENCE EAST 166.76 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD, CAROL STREAM INDUSTRIAL PARK, AND THE SOUTH LINE OF KEHOE BOULEVARD, AS IMPROVED AND OCCUPIED; THENCE SOUTH 89 DEGREES 47 MINUTES 06 SECONDS WEST ALONG SAID SOUTH LINE 45.0 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 54 SECONDS EAST PARALLEL WITH THE AFORESAID WEST LINE OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD RIGHT OF WAY 710.16 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO EATON, YALE AND TOWNE, INCORPORATED; THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE EATON, YALE AND TOWNE, INCORPORATED PROPERTY 182.91 FEET TO A POINT IN THE EAST LINE OF THE EATON YALE AND TOWNE INCORPORATED PROPERTY, BEING A LINE 1250.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, AFORESAID, 1401.05 FEET NORTH OF THE CENTER LINE OF STATE BOND ISSUE ROUTE #64 (NORTH AVENUE); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 134.11 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD, AFOREMENTIONED; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 466.68 FEET, FOR A DISTANCE OF 368.96 FEET TO A POINT OF TANGENCY IN SAID RIGHT OF WAY LINE; THENCE CONTINUING NORTH 0 DEGREES 12 MINUTES 54 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, BEING TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 245.03 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Assistant Village Manager
FROM: Rose Armstrong, Secretary 
DATE: October 13, 2016
RE: Corpus Christi Catholic Church
Raffle License Application

The Transitional Housing Ministry at Corpus Christi Catholic Church has submitted a raffle license application for a raffle to be held at their Bunco For A Cause event on Friday, October 21, 2016. Raffle tickets will be sold for 1-\$1.00 or 6-\$5.00 at Corpus Christi Church from 6:30 pm-8:30 pm the day of the raffle. The ministry works in conjunction with the Bridge Communities and Homeless Families Program. Proceeds from this raffle will pay 2 apartment rents for homeless people that the Church sponsors.

Applicant is requesting a waiver of the application fee and the Manager's Fidelity Bond as indicated in the attached letter. The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Monday, October 17, 2016 Board meeting.

Thank you.

Attachment

Subject: RE: Village Board Meeting

Dear Mr. Breinig,

I am a member of the Transitional Housing Ministry at Corpus Christi Church. Our ministry works in conjunction with Bridge Communities and homeless families. Corpus Christi has sponsored two families for the past 16 years. During this two year program we pay a portion of the rent \$950 for each apartment. We mentor our families with budgeting, managing a family household and many skills that help them to break the cycle of poverty.

On October 21,2016 we will be holding Bunco For A Cause at the church with raffles. I would like to request the Village Board to approve our raffle and waive the fee for such. Raffle items are under \$100 and we receive many cash donations at the function. All proceeds will be used to ensure we continue to house two families.

Thank youst for your consideration,

Teri Miceli
Corpus Christi Transitional Housing Mentor

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

AGENDA ITEM
L-1 10-17-16

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
1ST CHOICE EQUIPMENT, LLC					
MANUAL, O-RING	98.39	01696200-53354	PARTS PURCHASED	PSO001653-1	
	<u>98.39</u>				
ACCESS ONE					
PHONE SRV AUGUST	3,301.79	01590000-52230	TELEPHONE	1733885	
	<u>3,301.79</u>				
ADVANCE HEALTHCARE SHOP INC					
ADOPT-A-COP	289.44	01664700-53325	COMMUNITY RELATIONS	429723	
	<u>289.44</u>				
AMANN INC					
CREDIT FOR SHIPPING/HANDLING	-44.72	01670100-53324	UNIFORMS	16-1349	
CREDIT FOR SHIPPING/HANDLING	-37.85	01696200-53324	UNIFORMS	16-1349	
CREDIT FOR SHIPPING/HANDLING	-26.32	04200100-53324	UNIFORMS	16-1349	
CREDIT FOR SHIPPING/HANDLING	-26.31	04100100-53324	UNIFORMS	16-1349	
SWEATSHIRTS - GARAGE	439.19	01696200-53324	UNIFORMS	16-1341	
SWEATSHIRTS - GARAGE	619.91	01696200-53324	UNIFORMS	16-1331	
SWEATSHIRTS - STREETS	1,322.52	01670100-53324	UNIFORMS	16-1333	
SWEATSHIRTS- W&S	778.16	04100100-53324	UNIFORMS	16-1323	
SWEATSHIRTS- W&S	778.17	04200100-53324	UNIFORMS	16-1323	
	<u>3,802.75</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMAZON.COM					
BABY CHANGING STATION	205.49	01670400-53317	OPERATING SUPPLIES	0165035	
COMPUTER SPEAKERS	30.98	01662700-53317	OPERATING SUPPLIES	2038603	
DUPLICATE BILLING	18.98	04200100-53314	OFFICE SUPPLIES	0353809-1	
FLOODLIGHT	689.97	01670300-52272	PROPERTY MAINTENANCE	3075457	
FUEL TANK	638.44	01696200-53354	PARTS PURCHASED	3146657	
HEAD GEAR-LESCHER	17.98	01680000-53324	UNIFORMS	7593059	
IPHONE CASE/HOLSTER	25.98	01690100-52230	TELEPHONE	0311421	
LOCKOUT TOOLS	11.95	01662700-53350	SMALL EQUIPMENT EXPENSE	5217836	
LOCKOUT TOOLS	33.82	01662700-53350	SMALL EQUIPMENT EXPENSE	2038603-1	
MAT TAPE	126.40	01662700-53317	OPERATING SUPPLIES	4122613	
MOUSE	38.06	01662700-53317	OPERATING SUPPLIES	3553041	
MOUSE PAD	2.99	01662700-53317	OPERATING SUPPLIES	3553041-1	
MOUSE WRIST PAD	11.98	01662700-53317	OPERATING SUPPLIES	6892223	
RUST CONVERTER	71.90	01696200-53317	OPERATING SUPPLIES	4417037	
SIGN "EYE WASH"	18.98	04200100-53314	OFFICE SUPPLIES	0353809	
SIMPLE GREEN CLEANER	120.82	01670500-53317	OPERATING SUPPLIES	7227437	
UNIFORM PANTS	91.96	01662700-53324	UNIFORMS	2984204	
WHITE STROBE LIGHTS	76.00	01696200-53354	PARTS PURCHASED	9022625	
	2,232.68				
AMERICAN CRIME PREVENTION					
T EBV SEMINAR NOV 1-4TH	550.00	01664700-52223	TRAINING	3103	
	550.00				
AMERICAN FIRST AID					
1ST AID-AUGUST	96.85	01590000-53317	OPERATING SUPPLIES	40592	
	96.85				
AMERICAN MESSAGING					
SSU PAGERS SRV SEPT	26.45	01662500-52243	PAGING	U1113407QI	
	26.45				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMERICAN SOCIETY OF CIVIL ENGINEERS					
2017 MEMB DUES	270.00	01620100-52234	DUES & SUBSCRIPTIONS	1043468941	
	270.00				
ANDERSON PEST SOLUTIONS					
MONTHLY PEST CONTROL	360.00	01670400-52244	MAINTENANCE & REPAIR	3938993	
MONTHLY PEST CONTROL	540.00	01670400-52244	MAINTENANCE & REPAIR	3939000	
MONTHLY PEST CONTROL	840.00	01670400-52244	MAINTENANCE & REPAIR	3947005	
	1,740.00				
APPLE STORE - MAIN PLACE					
PHONE REPLACEMENT	329.00	01662700-53317	OPERATING SUPPLIES	R208566058	
	329.00				
ARENDS HOGAN WALKER LLC					
GASKETS, THERMOSTAT	71.22	01696200-53354	PARTS PURCHASED	1299735	
	71.22				
ARTICLE II					
AMMO SWAT TRNG	1,045.00	01662700-53321	AMMUNITION	28328	
	1,045.00				
B & F CONSTRUCTION CODE SERVICES, INC					
FIRE SPRINKLER 365 NORTH AVE	4,300.34	01643700-52253	CONSULTANT	44976	
PLAN REVIEW -205 ALEXANDRA SPRINKLER	150.00	01643700-52253	CONSULTANT	45042	
	4,450.34				
B2B COMPUTER PRODUCTS LLC					
SGTS COPIER 2016-2017	315.00	01662700-52226	OFFICE EQUIPMENT MAINTENAN	00899946	
	315.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BATTERY SERVICE CORPORATION					
12V BATTERY	58.65	01696200-53354	PARTS PURCHASED	0015100	
BATTERIES	279.99	01696200-53354	PARTS PURCHASED	0015326	
BATTERIES	373.32	01696200-53354	PARTS PURCHASED	0015299	
BATTERIES/CORE CHG	855.64	01696200-53354	PARTS PURCHASED	0015225	
	<u>1,567.60</u>				
BEDROCK EARTHSCAPES LLC					
WRC POLLINATOR PROJECT	2,991.47	04101100-52244	MAINTENANCE & REPAIR	494	
	<u>2,991.47</u>				
BLOOMING COLOR OF ST CHARLES					
MICHELE NOYES CARDS	38.12	01640100-53315	PRINTED MATERIALS	210218	
RECORDS BUSINESS CARDS	38.12	01662600-53317	OPERATING SUPPLIES	210095	
	<u>76.24</u>				
BRACING SYSTEMS					
COLLOMIX REPL PAD	39.95	01670600-53317	OPERATING SUPPLIES	286113-1	
HARDWOOD LATH	69.90	01670300-53317	OPERATING SUPPLIES	286301-1	
	<u>109.85</u>				
BROWNELLS INC					
RANGE SUPPLIES	48.99	01662700-53317	OPERATING SUPPLIES	13007275.00	
RANGE SUPPLIES	75.34	01662700-53317	OPERATING SUPPLIES	13005454.00	
	<u>124.33</u>				
BURLINGTON COAT FACTORY					
CLOTH ALLOW - POPE	40.97	01664700-53324	UNIFORMS	61511	
	<u>40.97</u>				
C S CHAMBER OF COMMERCE					
STATE OF VLG LUNCHEON	50.00	01664700-53325	COMMUNITY RELATIONS	6694	
	<u>50.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S FIRE PROTECTION DISTRICT					
PERMITS - SEPT/2016	1,040.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMIT-SEPT	
	<u>1,040.00</u>				
CARQUEST AUTO PARTS					
CLAMPS	8.94	01696200-53354	PARTS PURCHASED	2420-374290	
CONTROL ARM	117.02	01696200-53354	PARTS PURCHASED	2420-372473	
FITTING	5.39	01696200-53354	PARTS PURCHASED	2420-373860	
FITTING	22.50	01696200-53354	PARTS PURCHASED	2420-372298	
FITTING	28.12	01696200-53354	PARTS PURCHASED	2420-372354	
FITTINGS	26.44	01696200-53354	PARTS PURCHASED	2420-372609	
FITTINGS	42.68	01696200-53354	PARTS PURCHASED	2420-374027	
FITTINGS	60.64	01696200-53354	PARTS PURCHASED	2420-372601	
FITTINGS	89.28	01696200-53354	PARTS PURCHASED	2420-373894	
FITTINGS	101.58	01696200-53354	PARTS PURCHASED	2420-372261	
HEATER HOSE CONN	9.56	01696200-53354	PARTS PURCHASED	2420-374026	
LUBE ELEMENT	17.85	01696200-53354	PARTS PURCHASED	2420-372806	
OIL SEAL	9.59	01696200-53354	PARTS PURCHASED	2420-372360	
RAD HOSE	79.78	01696200-53354	PARTS PURCHASED	2420-373189	
RETURN-PARTS	-197.05	01696200-53354	PARTS PURCHASED	2420-372378	
RETURN-PARTS	-55.71	01696200-53354	PARTS PURCHASED	2420-372520	
RTN-SHAFT & MOTOR	-266.93	01696200-53354	PARTS PURCHASED	2420-372379	
	<u>99.68</u>				
CENTRAL SOD FARM					
SOD	96.60	01670600-53317	OPERATING SUPPLIES	43627	
	<u>96.60</u>				
CH2MHILL OMI					
1ST YR OF 10YR CONTRACT WRC-NOVEMBER	136,667.75	04101100-52262	WRC CONTRACT	64223	20170010
	<u>136,667.75</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHICAGO PARTS AND SOUND					
SENDER ASSY	392.74	01696200-53354	PARTS PURCHASED	786459	
	<u>392.74</u>				
CHRISTOPHER B BURKE ENGR LTD					
SRV FRM 8/28 -9/24 AJ ANTUNES	1,088.50	01620600-52253	CONSULTANT	132110	
SRV FRM 8/28 -9/24 DERMODY PROP	1,922.00	01620600-52253	CONSULTANT	132106	
SRV FRM 8/28 -9/24 JB PROP DEV	2,035.00	01620600-52253	CONSULTANT	132109	
SRV FRM 8/28 -9/24 ORGANIC SOILS	422.50	01620600-52253	CONSULTANT	132108	
SRV FRM 8/28-9/24 S&S INTN'L	4,129.64	01620600-52253	CONSULTANT	132107	
	<u>9,597.64</u>				
CINTAS FIRE PROTECTION					
FIRE EXT INSPECTION	860.68	01670400-52244	MAINTENANCE & REPAIR	F9400152837	
	<u>860.68</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL- SEPTEMBER	4,828.75	01570000-52238	LEGAL FEES	7799	
	<u>4,828.75</u>				
COMCAST CABLE					
08/11-09/10 2016 SRV FEE	66.95	01664700-53330	INVESTIGATION FUND	030478882016	
COMCAST CABLE FRM 8/26-9/25	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 8/19	
COMCAST INTERNET-SEPT	224.40	01652800-52234	DUES & SUBSCRIPTIONS	0010112 8/20/16	
	<u>295.58</u>				
COMED					
110 E ST CHARLES	30.67	01670600-53210	ELECTRICITY	6827721000 10/6/16	
SW -MORTON & LIES(MASTER)	188.92	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 9/26/16	
	<u>219.59</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONSTELLATION NEW ENERGY					
124 GERZEVSKE EAST SIDE PAS	2,333.34	04201600-53210	ELECTRICITY	35226088001 9/23/16	
300 KUHN RD WEST SIDE PAS	2,187.34	04201600-53210	ELECTRICITY	35252552001 9/24/16	
	4,520.68				
CREATIVE PRODUCT SOURCING INC - DARE					
DARE SUPPLIES	10.50	01664765-53325	COMMUNITY RELATIONS	96028	
DARE SUPPLIES	109.00	01664765-53325	COMMUNITY RELATIONS	95305	
DARE SUPPLIES	411.63	01664765-53325	COMMUNITY RELATIONS	94977(2)	
DARE SUPPLIES	500.00	01664765-53325	COMMUNITY RELATIONS	94977(1)	
	1,031.13				
CROSS COUNTRY EDUCATION					
MCNAMARA TRNG 10/7	189.99	01662500-52223	TRAINING	2820862	
	189.99				
DAILY HERALD					
BID - SAW CUTTING	82.80	01580000-52240	PUBLIC NOTICES/INFORMATION	T4449317	
BID-COLUMN REPAIR	75.90	01580000-52240	PUBLIC NOTICES/INFORMATION	T4450203	
PRESS RELEASE	36.80	01662300-53317	OPERATING SUPPLIES	T4438899	
	195.50				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV'S 10/03/16	110.00	01590000-52253	CONSULTANT	100316	
	110.00				
DISCOVERY BENEFITS					
FLEX ADMIN- SEPTEMBER	220.00	01600000-52273	EMPLOYEE SERVICES	684791-IN	
	220.00				
DK HARDWARE SUPPLY					
HINDGE VLG DOOR	38.33	01680000-53319	MAINTENANCE SUPPLIES	DKH-225950	
	38.33				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DREISLKER ELECTRIC MOTORS INC					
WATER PUMP SERVICE	390.00	04201600-52244	MAINTENANCE & REPAIR	1019871	
WATER PUMP SERVICE	500.00	04201600-52244	MAINTENANCE & REPAIR	1019953	
	890.00				
DRIVETRAIN SERVICE & COMPONENTS INC					
AXLE REPAIR	746.64	01696200-53353	OUTSOURCING SERVICES	224720	
	746.64				
DSW SHOEWarehouse					
CLOTH ALLOW - POPE	119.90	01664700-53324	UNIFORMS	9358	
	119.90				
DU COMM					
DISPATCH SRV'S- QTR END 1/31/17	171,719.00	01662700-52245	GENERAL COMMUNICATIONS	15857	
	171,719.00				
DU KANE ASPHALT CO					
ASPHALT PATCH	135.54	01670500-53317	OPERATING SUPPLIES	505	
	135.54				
DUPAGE CHRYSLER DODGE JEEP					
ARM	125.51	01696200-53354	PARTS PURCHASED	58244	
ARM-LOWER	125.51	01696200-53354	PARTS PURCHASED	58035	
	251.02				
DUPAGE COUNTY RECORDER					
WEED LIEN RECORDING 870 NIAGARA	8.00	01580000-52233	RECORDING FEES	201609270398	
	8.00				
EJ EQUIPMENT INC					
JETTER HOSES	1,748.39	04101500-53350	SMALL EQUIPMENT EXPENSE	P02595	
	1,748.39				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EMERGENCY TELEPHONE SYSTM BOARD OF DUPG CO					
NET RMS MAINTENANCE	6,620.96	01660100-52255	SOFTWARE MAINTENANCE	16-104	
	<u>6,620.96</u>				
FEDEX					
STARCOM RADIO RETURN	15.68	01660100-53317	OPERATING SUPPLIES	880144373531	
	<u>15.68</u>				
FIRESTONE COMPLETE AUTO CARE					
ALIGNMENT	50.00	01696200-53353	OUTSOURCING SERVICES	042990	
TIRES	270.52	01696200-53354	PARTS PURCHASED	043357	
TIRES	281.36	01696200-53354	PARTS PURCHASED	043230	
	<u>601.88</u>				
FOREMOST PROMOTIONS					
ADOPT-A-COP	44.94	01664700-53325	COMMUNITY RELATIONS	359156/2	
ADOPT-A-COP	625.00	01664700-53325	COMMUNITY RELATIONS	359156/1	
	<u>669.94</u>				
FULL LIFE SAFETY CENTER					
MECHANIC RAIN GEAR	248.25	01696200-53324	UNIFORMS	33609	
	<u>248.25</u>				
FUTURE ENVIRONMENTAL INC					
FILTER CONTAINER P/U	35.00	01696200-53317	OPERATING SUPPLIES	63332	
	<u>35.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GALLS					
BOSHART	69.31	01662700-53324	UNIFORMS	5986483	
BOSHART	213.82	01662700-53324	UNIFORMS	5954192	
CUMMINGS	101.85	01664700-53324	UNIFORMS	5866835	
CUMMINGS	101.85	01664700-53324	UNIFORMS	5954193	
FREER	135.75	01662700-53324	UNIFORMS	5919162	
INCROCCI	65.75	01662700-53324	UNIFORMS	5925629	
RIEMER	115.88	01662700-53324	UNIFORMS	5939024	
S CADLE	503.11	01662700-53324	UNIFORMS	5931568	
	1,307.32				
GLOBAL AERIAL VIDEO INV					
FINAL INSTALLMENT PROMOTIONAL VIDEO	2,500.00	01590000-52253	CONSULTANT	1399	
	2,500.00				
GOVTEMPSUSA LLC					
OFFICE MGR W/E 09/18/16	1,419.20	01590000-52253	CONSULTANT	2078952	
OFFICE MGR W/E 09/25/16	1,419.20	01590000-52253	CONSULTANT	2078953	
	2,838.40				
GRAPHIC PRODUCTS INC					
TAPE FOR LIGHT POLES	218.48	01670300-53215	STREET LIGHT SUPPLIES	2470850	
	218.48				
GREEN TEE LAWN CARE					
BIRCHBARK & MORTON	56.00	01670400-52272	PROPERTY MAINTENANCE	1364398	
KIMBERLY & KEHOE	119.00	01670400-52272	PROPERTY MAINTENANCE	1364414	
	175.00				
HBK WATER METER SERVICE INC					
GASKETS	106.52	04201400-53333	NEW METERS	16-646	
	106.52				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HD SUPPLY WATERWORKS LTD					
LARGE METER	1,101.00	04201400-53333	NEW METERS	F992746	
	<u>1,101.00</u>				
HOME DEPOT					
BACKFLOW DEVICE HOSE	7.97	04200100-52274	COMMUNITY SERVICE PROGRAMS	42024	
CONCRETE	352.00	01670600-53317	OPERATING SUPPLIES	17810	
CYLINDER, SPRAY BTL	36.06	04201600-53317	OPERATING SUPPLIES	78101	
DRILL BIT SET, LAG SHD	24.71	01670400-53317	OPERATING SUPPLIES	87583	
FITTINGS, DWV PIPE	9.71	01696200-53354	PARTS PURCHASED	75727	
GAP FILLER	29.76	01670600-53317	OPERATING SUPPLIES	80495	
GLUE-SIGN@VILLAGE HALL	18.72	01670400-53317	OPERATING SUPPLIES	46397	
LADDER	219.00	01696200-53350	SMALL EQUIPMENT EXPENSE	73235	
PIPE FOR #711 GEN	2.87	01696200-53317	OPERATING SUPPLIES	37511	
SPARE KEYS FOR PATROL	20.79	01662700-53317	OPERATING SUPPLIES	13174	
STORM SEWER SUPPLIES	548.78	01670600-53317	OPERATING SUPPLIES	35582	
TC WEED SPRAYER	106.95	01680000-53350	SMALL EQUIPMENT EXPENSE	27090	
TORCH	34.97	04201600-53316	TOOLS	17810	
WHEEL, MAXIMIZER	12.75	01696200-53317	OPERATING SUPPLIES	73235	
	<u>1,425.04</u>				
HOTELS-MASTERCARD					
REBHOLZ NPLRA LODG 10/22-26	316.24	01600000-52223	TRAINING	HA-S6VVW7	
REDHOLZ- NPLRA LODG 10/22-26 FEE	59.00	01600000-52223	TRAINING	16238W0207	
	<u>375.24</u>				
HOVING CLEAN SWEEP LLC					
FY 17 STREET SWEEPING 9/19-9/22	8,560.72	01670600-52272	PROPERTY MAINTENANCE	12093	20170002
	<u>8,560.72</u>				
I D O T (IL STATE TREASURER)					
FAIR OAKS ROAD PATH	92,954.70	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	120097	
	<u>92,954.70</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
I R M A					
ELECT SAFETY TRNG 8/25/16	29.75	01680000-52223	TRAINING	9824	
ELECT SAFETY TRNG 8/25/16	59.50	01670100-52223	TRAINING	9824	
ELECT SAFETY TRNG 8/25/16	59.50	04101500-52223	TRAINING	9824	
	<u>148.75</u>				
ILLINOIS HOMICIDE INVESTIGATORS ASSN					
8 REGIS FOR IHIA CONF	195.00	01662300-52223	TRAINING	ILHIA CONF OCT 10-12	
8 REGIS FOR IHIA CONF	195.00	01662400-52223	TRAINING	ILHIA CONF OCT 10-12	
8 REGIS FOR IHIA CONF	195.00	01660100-52223	TRAINING	ILHIA CONF OCT 10-12	
8 REGIS FOR IHIA CONF	390.00	01664700-52223	TRAINING	ILHIA CONF OCT 10-12	
8 REGIS FOR IHIA CONF	585.00	01662400-52223	TRAINING	ILHIA CONF OCT 10-12	
	<u>1,560.00</u>				
ILLINOIS ARBORIST ASSN					
STUDY GUIDES/CLASS	400.00	01670700-52223	TRAINING	778	
	<u>400.00</u>				
ILLINOIS SECRETARY OF STATE					
INVESTIGATIONS COMMAND PLATES	2.37	01662700-52244	MAINTENANCE & REPAIR	15211733	
INVESTIGATIONS COMMAND PLATES	101.00	01662700-52244	MAINTENANCE & REPAIR	15211733	
	<u>103.37</u>				
ILLINOIS TRUCK ENFORCEMENT ASSN					
2017 MEMBERSHIP SUBSCRIPT	100.00	01662700-52234	DUES & SUBSCRIPTIONS	6678221	
	<u>100.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
OCT 2016 INSURANCE	348.16	01641800-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	374.53	01621300-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	487.50	01643600-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	560.82	01670700-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	633.21	01621900-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	654.56	01623100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	735.88	01640100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	822.56	04201400-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	842.21	01641700-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	948.28	04103100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,121.64	04100100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,121.64	04101500-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,308.61	01670500-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,422.59	04203100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,495.58	01670200-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,510.63	01610100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,611.86	01620600-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,617.47	01622200-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,682.46	01670600-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,713.68	01680000-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,944.20	01670300-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	1,963.00	01613000-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	2,129.81	01642100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	2,336.85	01690100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	2,374.96	01620100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	3,042.36	01662500-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	3,271.52	01696200-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	3,495.83	01670400-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	3,572.73	01590000-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	4,127.00	01612900-51111	GROUP INSURANCE	10012016	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OCT 2016 INSURANCE	4,232.39	04200100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	4,243.62	04201600-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	4,416.30	01643700-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	4,682.05	01662300-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	4,685.00	01652800-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	7,563.80	01662600-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	8,836.00	01662400-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	9,717.94	01664700-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	9,750.94	01670100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	17,551.36	01660100-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	35,763.31	01600000-51111	GROUP INSURANCE	10012016	
OCT 2016 INSURANCE	50,431.08	01662700-51111	GROUP INSURANCE	10012016	
	211,145.92				
INTERNET PURCHASE MASTERCARD					
AED BATTERIES	293.85	01600000-53350	SMALL EQUIPMENT EXPENSE	79950	
FIELD TRAINING MANUAL	72.84	01662600-53315	PRINTED MATERIALS	11998338	
JUNGERS - REFUND	-25.00	01660100-52223	TRAINING	537481513CR	
	341.69				
ITRON INC					
HARDWR/SOFTWR MTC NOV/16-JAN/17	628.53	04103100-52221	UTILITY BILL PROCESSING	428222	
HARDWR/SOFTWR MTC NOV/16-JAN/17	628.53	04203100-52221	UTILITY BILL PROCESSING	428222	
	1,257.06				
J G UNIFORMS INC					
LUCAS	166.06	01662700-53324	UNIFORMS	43168	
	166.06				
JEWEL-OSCO					
9/07/16 TRNG LASER ACTIVE SHTR	53.53	01662700-52223	TRAINING	3246/360	
CFMH REFRESHMENTS	12.50	01664700-52222	MEETINGS	3246/10	
	66.03				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JOE COTTON FORD					
BUMPER ASSY, COVER	444.57	01696200-53354	PARTS PURCHASED	325429	
DIAGNOSTIC	207.39	01696200-53353	OUTSOURCING SERVICES	529790	
OIL COOLER	141.36	01696200-53354	PARTS PURCHASED	325325	
REGULATOR	211.01	01696200-53354	PARTS PURCHASED	325370	
SNAP RING	12.00	01696200-53354	PARTS PURCHASED	325308	
SPRINGS, PISTON, RETAINER	59.31	01696200-53354	PARTS PURCHASED	325345	
WHEEL ASSY	11.83	01696200-53354	PARTS PURCHASED	325297	
	<u>1,087.47</u>				
KAMMES AUTO & TRUCK REPAIR INC					
STATE INSPECTIONS	120.00	01696200-53353	OUTSOURCING SERVICES	120832	
	<u>120.00</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
INVEST COPIER SRV JUL/AUG	147.15	01662400-52226	OFFICE EQUIPMENT MAINTENAN	241148182	
SSU COPIER SRV JUL/AUG	-23.65	01662500-52226	OFFICE EQUIPMENT MAINTENAN	241148264	
	<u>123.50</u>				
LAFARGE FOX RIVER DECO					
STONE	260.85	01670600-53317	OPERATING SUPPLIES	706410999	
STONE	307.80	04201600-53317	OPERATING SUPPLIES	706321115	
	<u>568.65</u>				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
MULCH FOR TREE PLANTING	770.00	01670700-52268	TREE MAINTENANCE	22839	
	<u>770.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LAW OFFICE OF MICHELLE L MOORE LTD					
LOCAL PROSC- AUGUST	2,750.00	01570000-52235	LEGAL FEES-PROSECUTION	08232016INV	
LOCAL PROSC- AUGUST	7,500.00	01570000-52312	PROSECUTION DUI	08232016INV	
LOCAL PROSC- SEPT	2,200.00	01570000-52235	LEGAL FEES-PROSECUTION	09152016INV	
LOCAL PROSC-SEPT	6,000.00	01570000-52312	PROSECUTION DUI	09152016INV	
	18,450.00				
LEAPERS INC					
GO VESTS	469.58	01662700-53324	UNIFORMS	178731	
	469.58				
LECHNER & SONS					
MATS/TOWELS - 9/14/16	28.45	01670100-53317	OPERATING SUPPLIES	2203988	
MATS/TOWELS- 8/24/16	8.85	01670100-53317	OPERATING SUPPLIES	2196588	
MATS/TOWELS- 9/7/16	28.45	01670100-53317	OPERATING SUPPLIES	2201542	
MATS\TOWELS- 8/31/16	28.45	01670100-53317	OPERATING SUPPLIES	2199041	
WIPES-8/24/16	36.70	01696200-53317	OPERATING SUPPLIES	2196588	
WIPES-8/31/16	59.10	01696200-53317	OPERATING SUPPLIES	2199041	
WIPES-9/14/16	59.10	01696200-53317	OPERATING SUPPLIES	2203988	
WIPES-9/7/16	59.10	01696200-53317	OPERATING SUPPLIES	2201542	
	308.20				
LEE JENSEN					
RNTL: STRM SEWER SUPPL	800.00	01670600-53317	OPERATING SUPPLIES	24010	
	800.00				
LENS ACE HARDWARE #426					
BIBS FOR JOSH LARSON	250.73	04200100-53324	UNIFORMS	F42357/1	
	250.73				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LEONARD M BULAT					
LETTER/STRIPES -COM DEV VEHS	690.00	01696200-53353	OUTSOURCING SERVICES	16-350	
LETTER/STRIPES PWKS VEHICLE	365.00	01696200-53353	OUTSOURCING SERVICES	16-375	
	<u>1,055.00</u>				
LEWIS G BENDER					
LEADERSHIP DEVELOPMENT	2,472.56	01600000-52253	CONSULTANT	9/28/16 TRNG WKSH	
	<u>2,472.56</u>				
LEXISNEXIS					
AUGUST 2016 FEE	185.76	01662400-53330	INVESTIGATION FUND	20160831	
	<u>185.76</u>				
LINDCO EQUIPMENT SALES INC					
POWER PREWET ENCLOSURE	1,766.39	01696200-53354	PARTS PURCHASED	160710P	
	<u>1,766.39</u>				
LIVE VIEW GPS INC					
MONTHLY FEE-SEPT	79.90	01664700-53330	INVESTIGATION FUND	271907	
	<u>79.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LOWE'S HOME CENTERS					
BRUSH'S -TC BRIDGE	11.92	01680000-52219	TC MAINTENANCE	9945067	
CEMENT	5.18	01680000-53319	MAINTENANCE SUPPLIES	2427383	
CONCRETE SUPPLIES	54.44	01670500-53317	OPERATING SUPPLIES	2237917	
CONSTRUCTION ADHESIVE	9.52	01670500-53317	OPERATING SUPPLIES	9148668	
DRY WALL REPAIR	7.11	01680000-53319	MAINTENANCE SUPPLIES	9063848	
PAINT-TC BRIDGE	9.58	01680000-52219	TC MAINTENANCE	8037336	
PLUMB SUPPL VLG HL	10.70	01680000-53319	MAINTENANCE SUPPLIES	16738878	
PLUMBING PRTS VLG	25.63	01680000-53319	MAINTENANCE SUPPLIES	2041662	
PLUMBING PRTS VLG	38.89	01680000-53319	MAINTENANCE SUPPLIES	9061611	
PRTS RETURNED	-25.63	01680000-53319	MAINTENANCE SUPPLIES	15060914	
SIGNS	14.00	01670300-53317	OPERATING SUPPLIES	9752032	
WEED SPRAYER	21.97	01680000-53319	MAINTENANCE SUPPLIES	8343785	
	183.31				
MBM CORPORATION					
SHREDDING OIL	99.00	01612900-53317	OPERATING SUPPLIES	405953	
	99.00				
METRO DOOR AND DOCK INC					
MECH BAY DOOR REPAIRS	324.06	01696200-52244	MAINTENANCE & REPAIR	53170	
	324.06				
MID AMERICAN TECHNOLOGY INC					
CHARGER FOR LOCATOR	57.50	04101500-53350	SMALL EQUIPMENT EXPENSE	11447	
CHARGER FOR LOCATOR	57.50	04201600-53350	SMALL EQUIPMENT EXPENSE	11447	
	115.00				
MITCHELL 1					
COMP SFTWR AUGUST	225.00	01696200-52234	DUES & SUBSCRIPTIONS	IB19089523	
	225.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MNJ TECHNOLOGIES DIRECT					
DESKTOP SWITCHES	1,055.64	01652800-53317	OPERATING SUPPLIES	0003487653	
DISPLAY PORT TO HDMI	72.24	01652800-53317	OPERATING SUPPLIES	0003469778	
MONITOR SETUPS	950.16	01652800-54413	COMPUTER EQUIPMENT	0003487652	
REPL H.D. COMPUTERS	483.71	01652800-53317	OPERATING SUPPLIES	0003487485	
REPL HD COMPUTERS	725.57	01652800-53317	OPERATING SUPPLIES	0003487617	
REPL HD LENOVO	806.18	01652800-53317	OPERATING SUPPLIES	0003487616	
	4,093.50				
MONROE TRUCK EQUIPMENT					
CYLINDER	301.70	01696200-53354	PARTS PURCHASED	313532	
PLOW COMP RETURN	-361.49	01696200-53354	PARTS PURCHASED	313623	
PLOW COMP, CYLINDER	695.33	01696200-53354	PARTS PURCHASED	313519	
	635.54				
MR SITCO					
WTR METER READINGS OCTOBER	1,774.24	04103100-52221	UTILITY BILL PROCESSING	2016022	
WTR METER READINGS OCTOBER	1,774.24	04203100-52221	UTILITY BILL PROCESSING	2016022	
	3,548.48				
MTI CONSTRUCTION SERVICES, LLC					
VLG HL/PD PRECONST & DESIGN PH SRV'S	16,523.25	11740000-55490	VILLAGE HALL RENOVATION	16-010	
	16,523.25				
MUNICIPAL GIS PARTNERS INC					
MGP SERVICES THRU 9/30/16	11,394.39	01652800-52257	GIS SYSTEM	3255	
	11,394.39				
N P E L R A					
10/22-26 TRNG C REBHOLZ	299.00	01600000-52223	TRAINING	62227	
	299.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NEENAH FOUNDARY COMPANY					
FRAME & GRATE	432.00	01670600-53317	OPERATING SUPPLIES	188758	
	432.00				
NETWORK SOLUTIONS INC					
SSL RENEWAL-VPN	164.97	01652800-52234	DUES & SUBSCRIPTIONS	713876441	
WEB FORWARDING PD	19.48	01652800-52234	DUES & SUBSCRIPTIONS	714217727	
	184.45				
NICOR					
TUBEWAY DR	26.29	04101500-53230	NATURAL GAS	14309470202 9/26/16	
	26.29				
NIKE FACTORY STORE					
CLOTH ALLOW - CASTRO	131.96	01664700-53324	UNIFORMS	08746	
	131.96				
NIU OUTREACH					
GOV'T COMM TRAINING 10/6/16	33.75	04100100-52223	TRAINING	571200	
GOV'T COMM TRAINING 10/6/16	33.75	04200100-52223	TRAINING	571200	
GOV'T COMM TRAINING 10/6/16	67.50	01670100-52223	TRAINING	571200	
	135.00				
NMI					
CC GATEWAY FEES SEPT 2016	10.00	01610100-52256	BANKING SERVICES	257838367	
CC GATEWAY FEES SEPT/2016	81.30	04103100-52221	UTILITY BILL PROCESSING	257864117	
CC GATEWAY FEES SEPT/2016	81.30	04203100-52221	UTILITY BILL PROCESSING	257864117	
	172.60				
NORTHERN ILLINOIS UNIVERSITY					
GIS DESIGN & IMPLEM	16,914.00	01652800-52257	GIS SYSTEM	9156/G5A64226	
	16,914.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OFFICE DEPOT					
CERT SUPPLIES	140.15	01664700-53325	COMMUNITY RELATIONS	864103952001	
CERT SUPPLIES	455.94	01664700-53325	COMMUNITY RELATIONS	861583980015	
FILE FOLDERS	47.39	01662600-53314	OFFICE SUPPLIES	864877469	
FILE FOLDERS	123.78	01662600-53314	OFFICE SUPPLIES	864877471	
FLASH DRIVES	17.58	01690100-53314	OFFICE SUPPLIES	862048123001	
FOLDER & TABS	16.81	01662600-53314	OFFICE SUPPLIES	864874878	
LAMINATING POUCHES	27.99	04200100-53314	OFFICE SUPPLIES	863380676001	
OFFICE SUPPLIES	35.78	01662600-53314	OFFICE SUPPLIES	860306966002	
OFFICE SUPPLIES	39.74	01662600-53314	OFFICE SUPPLIES	863150511	
OFFICE SUPPLIES	40.99	01662600-53314	OFFICE SUPPLIES	860305470017	
OFFICE SUPPLIES	52.98	01662600-53314	OFFICE SUPPLIES	863150740	
OFFICE SUPPLIES	53.67	01662600-53314	OFFICE SUPPLIES	856989169002	
OFFICE SUPPLIES	57.46	01620100-53314	OFFICE SUPPLIES	863964610001	
OFFICE SUPPLIES	100.82	01662600-53314	OFFICE SUPPLIES	860306966001	
OFFICE SUPPLIES	144.26	01620100-53314	OFFICE SUPPLIES	863963958001	
PENS	9.49	01670100-53314	OFFICE SUPPLIES	862048339001	
RETURN TABS	-7.99	01662600-53314	OFFICE SUPPLIES	865687538	
VARIOUS SUPPLIES	26.72	01690100-53314	OFFICE SUPPLIES	863380163001	
VARIOUS SUPPLIES	42.60	04200100-53314	OFFICE SUPPLIES	862048338001	
	1,426.16				
ORIENTAL TRADING COMPANY INC					
ADOPT-A-COP SUPPLIES	91.93	01664700-53325	COMMUNITY RELATIONS	679276154	
	91.93				
P & M MERCURY MECHANIC					
CARRIER#2 MAINTENANCE	3,117.00	01680000-52244	MAINTENANCE & REPAIR	85205	
	3,117.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PEACEKEEPER PRODUCTS INTERNATIONAL LLC					
REPLACEMENT BATONS	866.12	01662700-53324	UNIFORMS	9200	
TRAINING PLUMB, JOHNSON	560.00	01662700-52223	TRAINING	JUN 27/28 2016	
	<u>1,426.12</u>				
PETTY CASH					
PETTY CASH REIMB SEPTEMBER	922.21	01-10307	PETTY CASH	REIMB'S SEPT	
	<u>922.21</u>				
PHOTO CARD SPECIALISTS INC					
SHADOW BOX	144.57	01662700-53317	OPERATING SUPPLIES	107369	
	<u>144.57</u>				
PLATINUM POOLCARE AQUATECH LTD					
AUGUST FOUNTAIN CARE	1,241.80	01680000-52219	TC MAINTENANCE	71492	
	<u>1,241.80</u>				
PLATINUM-POOLCARE AQUATECH					
PUMP REPAIR TC	240.00	01680000-52244	MAINTENANCE & REPAIR	71397	
	<u>240.00</u>				
POSITIVE PROMOTIONS					
ADOPT-A-COP SUPPLIES	572.98	01664700-53325	COMMUNITY RELATIONS	20406825	
	<u>572.98</u>				
PRO SAFETY INC					
CLIMBING LANYARD SAFETY	104.62	04201600-53317	OPERATING SUPPLIES	2/826800	
CLIMBING LANYARD SAFETY	104.63	04101500-53317	OPERATING SUPPLIES	2/826800	
	<u>209.25</u>				
PUSH WELLNESS SOLUTIONS INC					
ANNUAL PGRM FEE & MONTHLY INCENTIVES	4,932.00	01600000-52340	WELLNESS PROGRAM	160629	
	<u>4,932.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RANKIN INC					
AC FOR VLG HL	900.00	01680000-53319	MAINTENANCE SUPPLIES	833001	
	<u>900.00</u>				
RAY O'HERRON CO					
DEGNAN	13.25	01660100-53324	UNIFORMS	1650300	
DEGNAN	117.49	01660100-53324	UNIFORMS	1648272	
LOCKOUT TOOLS	165.00	01662700-53324	UNIFORMS	1650612	
NEW BADGES	383.87	01660100-53324	UNIFORMS	1646794	
STOCK	15.98	01660100-53324	UNIFORMS	1650297	
STOCK HOLDERS	115.95	01662700-53324	UNIFORMS	1650610	
	<u>811.54</u>				
RECRUITERBOX					
SUBSCRPT 8/23-9/23	90.00	01600000-52255	SOFTWARE MAINTENANCE	IN_93ORJR2WC	
	<u>90.00</u>				
RED WING SHOE STORE					
RETURN - MIKE HARTING	-148.49	01696200-53324	UNIFORMS	4386	
	<u>-148.49</u>				
REFUNDS MISC					
ADMIN/PUBLIC SAFETY PARTIAL REFUND	475.00	01000000-45321	TOWING FEE	CS16017449	
OVERPAID ON TICKET	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET 234386	
PD ONLINE STATE TICKET REFUND	120.00	01000000-45402	ORDINANCE FORFEITS	TICKET 3308815697	
REFUND STATE TICKET PAID ONLINE 10/7/16	130.00	01000000-45402	ORDINANCE FORFEITS	ST TICK#024000635	
SALE OF PROPERTY 115 ELK TRL CANCELED	60.00	01000000-41208	REAL ESTATE TRANSFER TAX	STMP 27910 RFND	
	<u>805.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS PRESERVATION BONDS					
12-WOODHILL DR BOND REFUNDS	3,600.00	01-24302	ESCROW - GRADING	12 BOND REFUNDS	
CURB CUT BOND REFUND	300.00	01-24302	ESCROW - GRADING	1316 ROBIN DR	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1411 MAGNOLIA WAY	
ENGR BOND REFUND	1,000.00	01-24302	ESCROW - GRADING	1N632 FISHER	
ENGR SECURITY BOND REFUND	1,000.00	01-24302	ESCROW - GRADING	1N648 FISHER	
	<u>6,200.00</u>				
RESTAURANT-MASTERCARD					
9/7/16 ACTIVE SHTR TRNG FOOD	68.94	01662700-52223	TRAINING	776899	
9/9/16 TRNG ACTIVE SHOOTER	26.97	01662700-52223	TRAINING	779866	
9/9/16 TRNG ACTIVE SHOOTER	63.63	01662700-52223	TRAINING	372456	
ACTIVE SHOOTER TRNG 9/7/16	59.58	01662700-53317	OPERATING SUPPLIES	625117601521	
CREDIT - MEAL	-21.08	04201600-53317	OPERATING SUPPLIES	069343	
LASER ACTIVE SHOOTER TRNG 9/8/16	26.97	01662700-52223	TRAINING	779373	
LUNCH - RSC TRAINING	12.36	01662300-52223	TRAINING	261748	
MEAL - MAIN BREAK	21.08	04201600-53317	OPERATING SUPPLIES	SEPT 12, 2016	
REFRESHMENTS TRNG 9/3/16 ACTIVE SHTR	7.61	01662700-52223	TRAINING	95000 10 0687	
RSC REFRESHMENTS	118.56	01662300-53317	OPERATING SUPPLIES	201	
	<u>384.62</u>				
RYDIN DECAL					
2017 BUS & DOG LICENSES	1,758.51	01612900-53315	PRINTED MATERIALS	324883	
	<u>1,758.51</u>				
SAE CUSTOMS INC					
INVEST JEEP LIGHTING & UPFIT	660.00	01662700-52244	MAINTENANCE & REPAIR	1270	
INVEST JEEP LIGHTING & UPFIT	3,293.72	01662400-53350	SMALL EQUIPMENT EXPENSE	1270	
	<u>3,953.72</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SAFEKIDS WORLDWIDE					
RECERTIFICATION -M BAJOREK	50.00	01662700-52223	TRAINING	MBAJOREK2016	
RECERTIFICATION FEE -B CLUEVER	50.00	01662700-52223	TRAINING	BCLUEVER2016	
RECERTIFICATION FEE D BOSHART	50.00	01662700-52223	TRAINING	DBOSHART2016	
RECERTIFICATION FEE- D POPE	50.00	01662700-52223	TRAINING	DPOPE2016	
RECERTIFICATION FEE-H MABBITT	50.00	01662700-52223	TRAINING	256328	
REGIS R DIECKMANN 9/28/16	85.00	01662600-52223	TRAINING	20160601544	
	335.00				
SAUBER MGF.CO					
INSP/DIELECTRIC TEST	1,646.00	01696200-53353	OUTSOURCING SERVICES	PSI175986	
WIRE ROPE CABLE	60.89	01696200-53354	PARTS PURCHASED	PSI176004	
	1,706.89				
SCORPIO CONSTRUCTION CORP.					
EMERG WTRMN BREAK ASSIST-OSWEGO	8,737.30	04201600-52244	MAINTENANCE & REPAIR	615-16	
	8,737.30				
SEAWAY SUPPLY CO					
C-FOLD TOWELS	48.00	01670400-53317	OPERATING SUPPLIES	118840	
C-FOLD TOWELS	48.00	04201600-53317	OPERATING SUPPLIES	118840	
	96.00				
SERVICE COMPONENTS INC					
HITCH PINS	12.74	01696200-53317	OPERATING SUPPLIES	86827	
WASHERS	84.51	04201600-53317	OPERATING SUPPLIES	86840	
	97.25				
SIRCHIE FINGER PRINT LABORATORIES					
EVIDENCE PACKAGING	381.48	01662400-53317	OPERATING SUPPLIES	0267325	
	381.48				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SUBURB BLDG OFFICIALS CONF					
MARTIN, NOYES, MILSCHEWSKI	60.00	01643700-52222	MEETINGS	SEMINAR 10/20/16	
	<u>60.00</u>				
SUBURBAN LABORATORIES INC					
COLIFORM COMPLIANCE	501.00	04201600-52279	LAB SERVICES	137756	
	<u>501.00</u>				
SUNRISE CHEVROLET					
BALANCER	73.60	01696200-53354	PARTS PURCHASED	866088	
VALVE	32.90	01696200-53354	PARTS PURCHASED	865539	
	<u>106.50</u>				
SURVEY MONKEY					
SUBSR RENEWAL 9/4-10/3	24.00	01670100-52234	DUES & SUBSCRIPTIONS	27262482	
	<u>24.00</u>				
TERRACE SUPPLY COMPANY					
RENTAL 8/1-8/31 2016	26.35	01696200-52264	EQUIPMENT RENTAL	00967529	
	<u>26.35</u>				
THE CONSERVATION FOUNDATION					
KNUDSEN STRM WTR CONF 9/13-9/14	75.00	01620600-52223	TRAINING	1226	
	<u>75.00</u>				
THE DAVENPORT GROUP USA LTD					
PERMIT SOFTWARE IMPLEMENTATION COMPLET	14,306.00	01643700-52255	SOFTWARE MAINTENANCE	1608-ILCS-09	
	<u>14,306.00</u>				
THE UPS STORE					
SHIPPING FOR RETURNS	10.28	01670500-53317	OPERATING SUPPLIES	3749	
SHIPPING FOR RETURNS	10.28	04201600-53317	OPERATING SUPPLIES	3749	
SHIPPING FOR RETURNS	10.28	04101500-53317	OPERATING SUPPLIES	3749	
	<u>30.84</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT 2 CANDIDATES	300.00	01510000-52228	PERSONNEL HIRING	5412	
	<u>300.00</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
E PAY SERVER FEE - OCT	225.00	04103100-52221	UTILITY BILL PROCESSING	19928	
E PAY SERVER FEE - OCT	225.00	04203100-52221	UTILITY BILL PROCESSING	19928	
VEH STK 2ND NTC'S	3,000.00	01612900-53315	PRINTED MATERIALS	19948	
WTR BILL PRINTING 9/29/16	1,231.62	04103100-52221	UTILITY BILL PROCESSING	19906	
WTR BILL PRINTING 9/29/16	1,231.63	04203100-52221	UTILITY BILL PROCESSING	19906	
	<u>5,913.25</u>				
TIC TANK INDUSTRY CONSULTANTS					
CRICKET DECOMMISSION INSPECTIONS	4,420.36	04200100-52253	CONSULTANT	33747	
	<u>4,420.36</u>				
TOPCON SOLUTIONS STORE					
FIELD BOOK	10.50	01622200-53317	OPERATING SUPPLIES	29865	
	<u>10.50</u>				
TRAFFIC CONTROL & PROTECTION					
BLACK VINYL	58.70	01670300-53317	OPERATING SUPPLIES	87491	
	<u>58.70</u>				
TRANS UNION LLC					
SRV FRM 7/26-8/25	131.62	01662400-53330	INVESTIGATION FUND	08600579	
	<u>131.62</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRAVEL-MASTERCARD					
KNUDSEN CONF 8/20 CAB	50.77	01622200-52223	TRAINING	20281312	
KNUDSEN CONF 8/20 CAB	54.00	01622200-52223	TRAINING	8202016	
KNUDSEN CONF 8/20 LUGGAGE	25.00	01622200-52223	TRAINING	APWA 8/20	
KNUDSEN CONF 8/20 LUGGAGE	25.00	01622200-52223	TRAINING	APWA AUG	
KNUDSEN PARKING-CONF 8/20	85.00	01622200-52223	TRAINING	93261	
MTG W/ATTY GENL 8/29	31.00	01662400-53330	INVESTIGATION FUND	A059-032	
	270.77				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES SEPT/2016	94.70	04103100-52221	UTILITY BILL PROCESSING	INV 1420 SEPT/16	
TRISOURCE CC FEES SEPT/2016	94.70	04203100-52221	UTILITY BILL PROCESSING	INV 1420 SEPT/16	
TRISOURCE CC FEES SEPT/2016	568.19	01610100-52256	BANKING SERVICES	INV 1420 SEPT/16	
TRISOURCE CC FEES SEPT/2016	1,737.05	04103100-52221	UTILITY BILL PROCESSING	INV 7833 SEPT/16	
TRISOURCE CC FEES SEPT/2016	1,737.05	04203100-52221	UTILITY BILL PROCESSING	INV 7833 SEPT/16	
	4,231.69				
TYCO INTEGRATED SECURITY LLC					
1349 CHRGR ALARM 9/1-11/30	38.25	04100100-52234	DUES & SUBSCRIPTIONS	26998295	
	38.25				
U S POSTMASTER					
POSTAGE 9/30/16 WTR BILLS	2,174.08	04203100-52229	POSTAGE	INV 1529 9/30/16	
POSTAGE 9/30/16 WTR BILLS	2,174.09	04103100-52229	POSTAGE	INV 1529 9/30/16	
2ND NOTICE VEH STICKER POSTAGE	965.13	01610100-52229	POSTAGE	INV 1529 SEPT/16	
S/O NOTICE POSTAGE OCT/2016	76.72	04203100-52229	POSTAGE	INV 1529 10/11/16	
S/O NOTICE POSTAGE OCT/2016	76.73	04103100-52229	POSTAGE	INV 1529 10/11/16	
	5,466.75				
ULINE SHIPPING SUPPLY SPECIALISTS					
PLASTIC TAGS	40.20	01662400-53317	OPERATING SUPPLIES	79554135	
	40.20				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNIFIRST CORPORATION					
MATS/TOWELS- 8/23/16	18.30	01670100-53317	OPERATING SUPPLIES	1136824	
UNIFORMS- 8/30/16	125.00	01696200-52267	UNIFORM CLEANING	1138435	
UNIFORMS-8/23/16	27.61	01696200-52267	UNIFORM CLEANING	1136824	
WIPES-8/23/16	63.34	01696200-53317	OPERATING SUPPLIES	1136824	
	<u>234.25</u>				
UNITED LABORATORIES					
LIFT STATION ENZYMES	888.39	04101500-53317	OPERATING SUPPLIES	161880	
	<u>888.39</u>				
UNITED RADIO COMMUNICATIONS					
MOBILE RADIO REPAIRS	701.87	01670400-54412	OTHER EQUIPMENT	200000092-1	
MOBILE RADIO REPAIRS	701.87	04201600-54412	OTHER EQUIPMENT	200000092-1	
	<u>1,403.74</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNITED STATES POSTAL SERVICE					
DUI KIT TO ISP LAB	12.80	01662400-53317	OPERATING SUPPLIES	019620-764	
DUI KITS TO ISP LAB	12.80	01662400-53317	OPERATING SUPPLIES	048874-462	
DUI KITS TO ISP LAB	13.35	01662400-53317	OPERATING SUPPLIES	096164-898	
PASSPORT 8/22/16	6.45	01610100-52229	POSTAGE	382213680	
PASSPORT 8/23/16	6.45	01610100-52229	POSTAGE	382358578	
PASSPORT 8/24/16	6.45	01610100-52229	POSTAGE	382429857	
PASSPORT 8/25/16	6.45	01610100-52229	POSTAGE	382563521	
PASSPORT 8/29/16	6.45	01610100-52229	POSTAGE	382778504	
PASSPORT 8/30/16	6.45	01610100-52229	POSTAGE	382877150	
PASSPORT 9/12/16	22.95	01610100-52229	POSTAGE	383879086	
PASSPORT 9/13/16	6.45	01610100-52229	POSTAGE	383990215	
PASSPORT 9/13/16	6.45	01610100-52229	POSTAGE	384034653	
PASSPORT 9/14/16	6.45	01610100-52229	POSTAGE	384116132	
PASSPORT 9/15/16	6.45	01610100-52229	POSTAGE	384230562	
PASSPORT 9/16/16	6.45	01610100-52229	POSTAGE	384307089	
PASSPORT 9/19/16	6.45	01610100-52229	POSTAGE	384527556	
PASSPORT 9/2/16	6.45	01610100-52229	POSTAGE	383206653	
PASSPORT 9/6/16	6.45	01610100-52229	POSTAGE	383429099	
PASSPORT 9/7/16	6.45	01610100-52229	POSTAGE	383521965	
PASSPORT 9/8/16	6.45	01610100-52229	POSTAGE	383654996	
PASSPORT 9/9/16	6.45	01610100-52229	POSTAGE	383755886	
	171.55				
VACTOR TRAINING CTR					
TRNG 10/10 -P TRIPPET	850.00	01696200-52223	TRAINING	544910159	
	850.00				
VERMEER ILLINOIS					
KNIFE FOR CHIPPER	268.96	01696200-53354	PARTS PURCHASED	P05530	
	268.96				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
245 KUHN RD ADM BLDG	29.50	04101500-53220	WATER	1131515/20872	
CS TREATMENT PLNT MTC CONTRL	6.21	04101500-53220	WATER	1131514/20871	
FOUNTAIN WATER	1,352.15	01680000-53220	WATER	1131520/20877	
PWKS CTR	71.63	01670100-53220	WATER	1131518/20875	
PWKS NORTH GARAGE	41.40	01670100-53220	WATER	1131517/20874	
TC VISITOR CTR WATER	0.01	01680000-53220	WATER	1131825/21204	
TC VISITOR CTR WATER	77.21	01680000-53220	WATER	1131521/20878	
VILLAGE HALL WATER	255.44	01680000-53220	WATER	1131519/20876	
	1,833.55				
VISION TECHNOLOGY SOLUTIONS LLC					
WEBSITE RE-DESIGN	4,875.00	01652800-52253	CONSULTANT	33470	
	4,875.00				
WELCH BROS INC					
STEEL BAND & CMP	141.51	01670600-53317	OPERATING SUPPLIES	1571149	
STRM WTR SUPPLIES	140.00	01670600-53317	OPERATING SUPPLIES	1569163	
	281.51				
WEST SIDE TRACTOR SALES					
MAIN CNTRL VLV FOR SKID STEER	3,964.03	01696200-53354	PARTS PURCHASED	N41825	
PARTS	782.75	01696200-53354	PARTS PURCHASED	N42255	
VEHICLE PARTS	727.32	01696200-53354	PARTS PURCHASED	N42691	
	5,474.10				
WHEATON MULCH INC					
TOP SOIL	120.00	01670500-53317	OPERATING SUPPLIES	16-3265	
	120.00				
WHOLESALE DIRECT INC					
HYD MOTOR	945.57	01696200-53354	PARTS PURCHASED	000222465	
	945.57				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 17, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PHASE SERV'S-AUGUST	24,114.35	11740000-55490	VILLAGE HALL RENOVATION	0017336	20170024
	<u>24,114.35</u>				
WORKING PERSONS STORE					
LUDMAN SAFETY SHOES	89.00	01622200-53324	UNIFORMS	100796211	
	<u>89.00</u>				
ZEUS BATTERY PRODUCT					
1.5 ALK BATTERIES	81.50	01670300-53317	OPERATING SUPPLIES	00224214	
	<u>81.50</u>				
GRAND TOTAL	<u><u>\$896,666.17</u></u>				

The preceding list of bills payable totaling \$896,666.17 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 10/3/14

Authorized by:

Matt McCarthy – Mayor Pro Tem

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Oct 4, 2016 thru Oct 17, 2016

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 26, 2016 thru Oct 9, 2016	505,363.20
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 26, 2016 thru Oct 9, 2016	52,268.70
				<u><u>557,631.90</u></u>

Approved this _____ day of _____, 2016

By: _____
Matt McCarthy -Mayor Pro Tem

Laura Czarnecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended September 30, 2016

AGENDA ITEM
M-4 10-17-16

	MONTH				YTD				BUDGET					
	Last Year Sep	Current Year Sep	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance		
			\$	%			\$	%				\$	%	
REVENUES														
Sales Tax	\$ 682,320	\$ 683,126	806	0%	\$ 2,883,673	\$ 3,225,300	341,627	12%	\$ 7,750,000	\$ 3,137,706	\$ 3,225,300	87,594	3%	
Home Rule Sales Tax	408,700	407,871	(828)	0%	1,656,181	1,892,382	236,201	14%	4,415,000	1,787,480	1,892,382	104,902	6%	
State Income Tax	230,538	235,042	4,504	2%	1,897,145	1,620,304	(276,841)	-15%	4,050,000	1,723,345	1,620,304	(103,041)	-6%	
Utility Tax - Electricity	184,589	194,717	10,129	5%	787,761	808,675	20,915	3%	1,870,000	791,419	808,675	17,256	2%	
Telecommunications Tax	97,350	94,082	(3,268)	-3%	521,381	480,887	(40,494)	-8%	1,190,000	518,601	480,887	(37,714)	-7%	
Fines (Court, Ord., ATLE, Towing)	134,170	97,702	(36,467)	-27%	718,153	570,085	(148,068)	-21%	1,697,000	716,183	570,085	(146,098)	-20%	
Natural Gas Use Tax	14,061	15,515	1,454	10%	129,120	130,648	1,528	1%	570,000	128,090	130,648	2,558	2%	
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	313,163	296,188	(16,975)	-5%	1,176,854	1,156,835	(20,019)	-2%	2,616,300	1,289,526	1,156,835	(132,691)	-10%	
Licenses (Vehicle, Liquor, etc.)	17,033	5,920	(11,113)	-65%	389,711	372,821	(16,891)	-4%	616,400	415,950	372,821	(43,130)	-10%	
Cable Franchise Fees	-	-	-	0%	262,484	231,684	(30,800)	-12%	704,000	293,333	231,684	(61,649)	-21%	
Building Permits	38,183	45,353	7,170	19%	309,391	311,053	1,663	1%	627,500	312,000	311,053	(947)	0%	
Fees for Services	91,316	105,989	14,673	16%	319,617	317,070	(2,548)	-1%	615,800	318,042	317,070	(972)	0%	
Interest Income	515	2,764	2,249	436%	2,176	10,508	8,332	383%	15,000	6,250	10,508	4,258	68%	
All Other / Miscellaneous	50,213	187,070	136,856	273%	305,197	492,414	187,217	61%	1,163,000	488,917	492,414	3,497	1%	
Revenue Totals	2,262,151	2,371,340	109,189	5%	11,358,844	11,620,667	261,822	2%	27,900,000	11,926,841	11,620,667	(306,174)	-3%	
EXPENDITURES														
Fire & Police Commission	512	2,588	2,076	406%	9,535	12,034	2,499	26%	13,511	5,630	12,034	6,404	114%	
Legislative Board	28,671	9,337	(19,334)	-67%	44,127	85,757	41,630	94%	139,890	78,868	85,757	6,889	9%	
Plan Commission & ZBA	429	895	466	109%	2,222	2,329	108	5%	5,243	2,185	2,329	144	7%	
Legal Services	12,264	16,894	4,630	38%	119,499	90,887	(28,612)	-24%	298,000	124,165	90,887	(33,278)	-27%	
Village Clerk	2,167	3,407	1,240	57%	13,185	14,247	1,062	8%	38,887	16,373	14,247	(2,126)	-13%	
Administration	106,223	83,820	(22,403)	-21%	391,761	387,052	(4,709)	-1%	951,924	396,635	387,052	(9,583)	-2%	
Employee Relations	21,377	38,212	16,836	79%	106,896	125,331	18,435	17%	412,940	172,058	125,331	(46,727)	-27%	
Financial Management	51,639	92,844	41,205	80%	349,599	413,377	63,779	18%	920,967	383,736	413,377	29,641	8%	
Engineering Services	125,842	131,872	6,031	5%	451,716	498,252	46,536	10%	1,398,163	582,568	498,252	(84,316)	-14%	
Community Development	81,541	129,543	48,002	59%	366,976	439,887	72,912	20%	1,127,636	469,848	439,887	(29,961)	-6%	
Information Technology	34,007	76,160	42,153	124%	205,067	392,233	187,166	91%	1,087,561	453,150	392,233	(60,917)	-13%	
Police	1,123,296	1,329,411	206,115	18%	5,678,384	5,895,535	217,152	4%	14,218,899	5,924,541	5,895,535	(29,006)	0%	
Public Works	237,351	271,321	33,970	14%	1,286,446	1,338,234	51,788	4%	4,195,811	1,748,255	1,338,234	(410,021)	-23%	
Municipal Building	33,242	34,947	1,705	5%	152,077	152,984	906	1%	379,063	157,943	152,984	(4,959)	-3%	
Municipal Garage	(1,975)	23,584	25,559	-1294%	2,536	41,498	38,963	1536%	-	-	41,498	41,498	100%	
Transfers and Agreements	169,976	-	(169,976)	-100%	169,976	139,683	(30,293)	-18%	2,668,500	190,666	139,683	(50,983)	-27%	
Town Center	1,250	1,650	400	32%	39,956	41,866	1,910	5%	43,005	43,005	41,866	(1,139)	-3%	
Expenditure Totals	2,027,810	2,246,485	218,675	11%	9,389,957	10,071,187	681,230	7%	27,900,000	10,749,627	10,071,187	(678,440)	-6%	
Net Increase / (Decrease)	234,341	124,855	(109,486)		1,968,888	1,549,480	(419,408)		-	1,177,214	1,549,480	372,266		

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended September 30, 2016

	MONTH				YTD				BUDGET				
	Last Year Sep	Current Year Sep	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 630,053	\$ 689,147	59,094	9%	\$ 3,166,527	\$ 3,405,052	238,525	8%	\$ 7,260,000	\$ 3,185,271	\$ 3,405,052	219,781	7%
Sewer Billings	244,069	271,132	27,063	11%	1,206,773	1,338,611	131,838	11%	2,887,000	1,334,018	1,338,611	4,592	0%
Penalties/Admin Fees	16,264	20,119	3,856	24%	75,158	84,000	8,842	12%	197,000	82,083	84,000	1,916	2%
Connection/Expansion Fees	-	4,752	4,752	100%	57,637	25,545	(32,092)	-56%	62,500	26,042	25,545	(497)	-2%
Interest Income	457	3,644	3,187	697%	2,082	16,659	14,577	700%	15,000	6,250	16,659	10,409	167%
Rental Income	35,499	44,059	8,560	24%	82,995	112,363	29,367	35%	175,000	72,917	112,363	39,446	54%
All Other / Miscellaneous	675	518	(157)	-23%	86,689	87,861	1,172	1%	86,500	11,458	87,861	76,403	667%
Revenue Totals	927,017	1,033,372	106,355	11%	4,677,862	5,070,091	392,229	8%	10,683,000	4,718,039	5,070,091	352,052	7%
EXPENDITURES													
Salaries & Benefits	141,998	167,830	25,831	18%	524,950	566,465	41,515	8%	1,379,423	583,605	566,465	(17,140)	-3%
Purchase of Water	517,961	564,259	46,299	9%	2,373,356	2,459,095	85,740	4%	5,487,000	2,472,346	2,459,095	(13,251)	-1%
WRC Operating Contract	273,336	136,668	(136,668)	-50%	818,819	851,829	33,011	4%	1,765,013	735,422	851,829	116,407	16%
Maintenance & Operating	200,524	156,741	(43,783)	-22%	822,070	646,729	(175,340)	-21%	1,960,440	816,850	646,729	(170,121)	-21%
IEPA Loan P&I	214,325	214,325	-	0%	214,325	214,325	-	0%	428,651	214,325	214,325	0	0%
DWC Loan P&I	-	-	-	0%	59,833	58,852	(981)	-2%	58,853	58,853	58,852	(1)	0%
Capital Outlay	75,369	43,877	(31,492)	-42%	450,125	44,534	(405,592)	-90%	2,745,225	550,000	44,534	(505,466)	-92%
Expenditure Totals	1,423,513	1,283,699	(139,813)	-10%	5,263,477	4,841,830	(421,647)	-8%	13,824,605	5,431,401	4,841,830	(589,571)	-11%
Net Increase / (Decrease)	(496,496)	(250,328)	246,168		(585,616)	228,260	813,876		(3,141,605)	(713,362)	228,260	941,622	

Village of Carol Stream
Capital Budget Summary
For the Month Ended September 30, 2016

	MONTH				YTD				BUDGET*		
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ -	\$ -	-	0%	\$ 5,902	\$ 54,554	48,652	824%	\$ 772,000	\$ 54,554	7%
Interest Income	773	8,658	7,885	1020%	3,543	40,810	37,267	1052%	25,000	40,810	163%
All Other / Miscellaneous	2,137	4,801	2,664	125%	20,413	52,172	31,759	156%	670,000	52,172	8%
Revenue Totals	2,910	13,459	10,549	362%	29,858	147,536	117,678	394%	1,467,000	147,536	10%
EXPENDITURES											
Roadway Improvements	227,685	347,914	120,229	53%	3,240,670	3,490,909	250,239	8%	6,883,000	3,490,909	51%
Facility Improvements	-	47,107	47,107	100%	-	155,326	155,326	100%	2,150,000	155,326	7%
Stormwater Improvements	143	138,346	138,203	96917%	10,435	139,003	128,568	1232%	627,000	139,003	22%
Miscellaneous	2,563	103	(2,460)	-96%	5,948	5,720	(228)	-4%	5,000	5,720	114%
Expenditure Totals	230,390	533,469	303,079	132%	3,257,052	3,790,957	533,905	16%	9,665,000	3,790,957	39%
Net Increase / (Decrease)	(227,480)	(520,010)	(292,530)	129%	(3,227,194)	(3,643,422)	(416,227)	13%	(8,198,000)	(3,643,422)	44%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ -	\$ 86,281	86,281	100%	\$ 235,365	\$ 413,868	178,503	76%	\$ 1,030,000	\$ 413,868	40%
Interest Income	135	1,528	1,394	1034%	594	6,650	6,055	1019%	5,000	6,650	133%
Revenue Totals	135	87,809	87,674	65060%	235,959	420,517	184,558	78%	1,035,000	\$ 420,517	41%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	-	-	-	0%	142,000	-	0%
Expenditure Totals	-	-	-	0%	-	-	-	0%	142,000	-	0%
Net Increase / (Decrease)	135	87,809	87,674	65060%	235,959	420,517	184,558	78%	893,000	420,517	47%

* 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 September 30, 2016

	MONTH				YTD				BUDGET				
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ 209,265	\$ 266,830	57,565	28%	\$ 418,531	\$ 533,661	\$ 115,130	28%	\$ 425,000	\$ 425,000	\$ 533,661	108,661	26%
Interest Income	11	-	(11)	-100%	49	-	(49)	-100%	500	208	-	(208)	-100%
Village Contribution	18,743	-	(18,743)	-100%	18,743	-	(18,743)	-100%	42,000	42,000	-	(42,000)	-100%
Revenue Totals	228,019	266,830	38,812	17%	437,322	533,661	96,339	22%	467,500	467,208	533,661	66,452	14%
EXPENDITURES													
Principal Retirement	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Interest Expense	-	-	-	0%	27,240	-	(27,240)	-100%	-	-	-	-	0%
Paying Agent Fees	-	41	41	100%	3,000	410	(2,590)	-86%	830,372	2,500	410	(2,090)	-84%
Expenditure Totals	-	41	41	100%	30,240	410	(29,830)	-99%	830,372	2,500	410	(2,090)	-84%
Net Increase / (Decrease)	228,019	266,789	38,771	17%	407,082	533,251	126,169	31%	(362,872)	464,708	533,251	68,542	15%

NORTH/SCHMALE TIF

REVENUES													
TIF Property Taxes	\$ 7,238	\$ 95,498	\$ 88,260	1219%	\$ 14,477	\$ 190,996	\$ 176,519	1219%	\$ 14,000	\$ 14,000	\$ 190,996	\$ 176,996	1264%
Sales Taxes	30,239	-	(30,239)	-100%	30,239	30,213	(26)	0%	90,000	30,000	30,213	213	1%
Interest Income	3	25	22	751%	9	109	100	1100%	100	40	109	69	173%
Village Contribution	-	-	-	0%	-	4,600	4,600	100%	2,000	800	4,600	3,800	475%
Revenue Totals	37,481	95,523	58,043	155%	44,725	225,919	181,193	100%	106,100	44,840	225,919	181,079	404%
EXPENDITURES													
Legal Fees	-	-	-	0%	328	205	(123)	-38%	2,000	835	205	(630)	-75%
Consulting Fees	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Other Expenses	30,239	-	(30,239)	-100%	52,841	95,862	43,021	81%	140,000	70,000	95,862	25,862	37%
Expenditure Totals	30,239	-	(30,239)	-100%	53,169	96,067	42,898	81%	142,000	70,835	96,067	25,232	36%
Net Increase / (Decrease)	7,241	95,523	88,282		(8,444)	129,851	138,295		(35,900)	(25,995)	129,851	155,846	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended September 30, 2016

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$(1,221,133)	\$ (1,891)	1,219,242	-100%	\$(1,322,289)	\$ 1,589,858	2,912,147	-220%	\$ 3,300,500	\$ 1,375,208	\$ 1,589,858	214,650	16%
Employee Contributions	41,786	67,535	25,749	62%	233,380	252,953	19,573	8%	572,000	242,000	252,953	10,953	5%
Village Contribution	142,162	152,761	10,599	7%	710,810	763,806	52,996	7%	1,833,135	763,805	763,806	1	0%
Other Revenues	-	-	-	0%	33,582	3,109	(30,473)	-91%	-	-	3,109	3,109	100%
Revenue Totals	(1,037,185)	218,405	1,255,590	-121%	(344,517)	2,609,726	2,954,243	-858%	5,705,635	2,381,013	2,609,726	228,712	10%
EXPENDITURES													
Investment and Admin Fees	4,171	2,846	(1,325)	-32%	39,305	37,574	(1,730)	-4%	148,000	61,667	37,574	(24,092)	-39%
Participant Benefit Payments	177,140	211,427	34,287	19%	864,185	1,011,627	147,442	17%	2,685,500	997,000	1,011,627	14,627	1%
Expenditure Totals	181,311	214,273	32,962	18%	903,490	1,049,201	145,712	16%	2,833,500	1,058,667	1,049,201	(9,466)	-1%
Net Increase / (Decrease)	(1,218,497)	4,132	1,222,628		(1,248,007)	1,560,524	2,808,531		2,872,135	1,322,347	1,560,524	238,178	

Village of Carol Stream
Schedule of Cash and Investment Balances
September 30, 2016

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 9/30/2015
GENERAL FUND	\$ (1,091,799.24)	\$ 8,615,350.08	\$ 7,523,550.84	\$ 14,622,282.90
WATER & SEWER FUND	1,514,870.28	11,355,373.98	12,870,244.26	12,976,925.29
CAPITAL PROJECTS FUND	-	26,069,901.81	26,069,901.81	19,873,999.35
MFT FUND	-	4,620,921.62	4,620,921.62	3,513,680.88
GENEVA CROSSING TIF FUND	763,560.76	-	763,560.76	1,476,869.14
NORTH/SCHMALE TIF FUND	125,347.04	76,724.37	202,071.41	85,479.79
POLICE PENSION FUND	482,484.35	42,515,941.28	42,998,425.63	40,290,052.86
TOTAL	<u>\$ 1,794,463.19</u>	<u>\$ 93,254,213.14</u>	<u>\$ 95,048,676.33</u>	<u>\$ 92,839,290.21</u>